



**LAW DEPARTMENT  
MEMORANDUM**

**CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION**

This memorandum is made confidential by the attorney-client privilege. Distribution of this memorandum to anyone other than the person to whom it is addressed may make it subject to disclosure.

To: Rey Arellano, Assistant City Manager  
Through: Anne L. Morgan, City Attorney  
From: Jaclyn Gerban, Assistant City Attorney  
Date: November 5, 2020  
Subject: Amendment No. 3 of Interlocal Cooperation Agreement with Travis County and Integral Care for Substance Abuse Managed Services Organization (SAMSO) Services

---

I am presenting the following Agreement for your signature. Here are some background points.

- On August 30, 2018, Austin City Council approved the negotiation and execution of an Interlocal Cooperation Agreement for an initial 12-month term beginning October 1, 2018 in an amount not to exceed \$392,000, with four, 12-month renewal options not to exceed \$392,000 per option, for a total contract amount not to exceed \$1,960,000.
- The Agreement allows the City to coordinate with Integral Care to provide mental health, public health, and substance abuse treatment services for indigent citizens and other eligible clients of the Downtown Austin Community Court (DACC).
- On December 9, 2019, the City executed the first of four renewal options and amended the Agreement, to include updated DACC Performance Measures, Medication Assistance Treatment for Opioid Addiction, and an updated Program Budget applicable to the 2020 Fiscal Year. That amendment was effective October 1, 2019 and included a ratification clause.
- On June 11, 2020, DACC received approval from City Council for the negotiation and execution of an amendment to the Agreement to increase funding in an amount not to exceed \$280,000 for the current agreement term ending on September 30, 2020, and increasing funding for the three remaining 12-month renewal options not to exceed \$280,000 per renewal option, for a total increase to the Agreement in an amount not to exceed \$1,120,000.
- This Amendment will execute the second 12-month renewal option including the increase funding approved by the City Council on June 11, 2020, bringing the annual agreement total for Fiscal Year 2020-2021 to \$672,000 with the same terms as the amended agreement in Fiscal Year 2019-2020.

- The City has authority to enter into the Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.
- This Amendment to the Agreement is complete, legally sufficient, and within your authority to sign.

You may contact me if you have any questions at 4-6481. Thank you.



**2021 RENEWAL AND AMENDMENT NO. 2 OF  
INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY, THE CITY OF AUSTIN,  
AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER  
D/B/A INTEGRAL CARE FOR SUBSTANCE ABUSE MANAGED SERVICES ORGANIZATION**

This 2021 Renewal and Amendment No. 2 ("2021 Renewal and Amendment") of this Interlocal Cooperation Agreement ("Agreement" or "Contract") for the provision of substance use disorder managed services is entered into among the following parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"), and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care for Substance Abuse Managed Services Organization ("Contractor" or "Integral Care"), the local mental health authority and local intellectual and developmental disability authority designated by the State of Texas for Travis County and the incorporated municipalities therein, and a community center, pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes (each a "Party" and collectively, "the Parties").

**RECITALS**

WHEREAS, the Parties entered into an agreement effective January 1, 2006 (the "Original Agreement"). The Original Agreement has been amended and renewed multiple times; and

WHEREAS, the Parties entered into an amended and restated Contract, with the initial term beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, the Parties entered into an amendment ("2020 Renewal and Amendment") to incorporate certain amendments that were inadvertently not presented to the City for signature; and

WHEREAS, pursuant to Section 2.2 of the Contract, the Contract automatically renewed with its most recent term ending September 30, 2020 and will thereafter automatically renew for an additional twelve-month term beginning October 1, 2020 through September 30, 2021 (the "FY'21 Renewal Term"); and

WHEREAS, pursuant to Section 3.0 of the Contract, the Parties may amend the Contract in writing and signed by both Parties; and

WHEREAS, the Parties now desire to amend the Contract to reflect mutually agreed upon changes in the terms;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Contract as follows:

**1.0 AMENDMENT**

1.1 The Parties hereby agree to amend the Contract by deleting Attachment A entitled "Program Work Statement and Performance Measures" and replacing it with Attachment A entitled "FY'21 Program Work Statement and Performance Measures."

1.2 The Parties hereby agree to amend the Contract by deleting Addendum 1 to Attachment A entitled "City of Austin Downtown Austin Community Court Performance Measures" and replacing it with Addendum 1 to Attachment A entitled "FY'21 City of Austin Downtown Austin Community Court Performance Measures."

1.3 The Parties hereby agree to amend the Contract by deleting Addendum 2 to Attachment A entitled "Medication Assisted Treatment (MAT) for Opioid Addiction" and replacing it with Addendum 2 to Attachment A entitled "FY'21 Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for Opioid Addiction."

1.4 The Parties hereby agree to amend the Contract by deleting Attachment B entitled "FY'20 Budget" and replacing it with Attachment B, entitled "FY'21 Budget."

1.5 The Parties hereby agree to amend Sections 4.2.1, 4.2.1.1, 4.2.1.2, and 4.2.2 of the Contract by deleting them in their entirety and replacing them to read as follows:

- 4.2.1 Attachment A FY'21 Program Work Statement and Performance Measures
  - 4.2.1.1 Addendum 1 to Attachment A FY'21 City of Austin Downtown Austin Community Court Performance Measures
  - 4.2.1.2 Addendum 2 to Attachment A FY'21 Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for Opioid Addiction
- 4.2.2 Attachment B FY'21 Budget

The remainder of Section 4.2 remains the same.

All other attachments not amended under this Section 1.0 shall remain in full force and effect. The attachments referred to in this Section 1.0 are included in this 2021 Renewal and Amendment as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performances by Contractor in accordance with the terms of the Contract, as amended.

1.6 The Parties agree to amend Section 5.1 of the Contract by deleting it in its entirety and replacing it to read as follows:

5.1 **Contract Funds Amount.** During each Contract Term, County and City will make available for payment to Contractor for the services provided pursuant to the terms of this Contract, the Contract Funds, referenced in Attachment B, FY'21 Budget, in an amount for the FY'21 Renewal Term not to exceed:

**FUNDING SOURCES:**

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2020 – September 30, 2021)	\$ 672,000
TRAVIS COUNTY (General Fund) (October 1, 2020 – September 30, 2021)	\$ 1,073,799
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2020 – September 29, 2021)	\$ 218,610
TRAVIS COUNTY (Medication-Assisted Treatment - MAT) (October 1, 2020 – September 30, 2021)	\$ 75,000

---

**TOTAL FUNDS\$ 2,039,409**

## 2.0 INCORPORATION

2.1 County, City, and Integral Care hereby incorporate the Contract, as amended, into this 2021 Renewal and Amendment. Except for the changes made in this 2021 Renewal and Amendment, County, City and Integral Care hereby ratify all the terms and conditions of the Contract, as amended. The Contract, as amended, with the changes made in this 2021 Renewal and Amendment constitutes the entire agreement among the Parties with respect to the subject matter as described in the Contract, as amended, and supersedes any prior undertaking or written or oral agreements or representations among the Parties.

## 3.0 EFFECTIVE DATE

3.1 This 2021 Renewal and Amendment is effective October 1, 2020 when it is approved and signed by each Party. The Contract, as amended, shall remain in full force and effect, being hereby ratified, approved and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

### TRAVIS COUNTY

BY: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

Date: \_\_\_\_\_

### CITY OF AUSTIN

BY: \_\_\_\_\_  
Authorized Representative

Printed Name: Rey Arellano

Title: Assistant City Manager

Date: 11-10-2020

### AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A INTEGRAL CARE

BY: David Evans by David A Weden  
Its Duly Authorized Agent

Printed Name: David Evans by David A Weden

Title: CEO by CAO/CFO

Date: 11/4/2020

**EXHIBIT 1**

**ATTACHMENT A**

**FY'21 Program Work Statement and Performance Measures**

**ATTACHMENT A**  
**FY'21 PROGRAM WORK STATEMENT AND PERFORMANCE MEASURES**

**1. Program Information**

*Legal agency name and program name:*

- a. Agency name: Integral Care ("Contractor")
- b. Program name: Substance Abuse Managed Services Organization ("Program" or "SAMSO")

**2. Issue Area:** Behavioral Health

**3. Service Type**

*Service type(s) utilized in the Program (each, a "Service" and, collectively, the "Services"):*

Managed Services Organization for Substance Use Disorders ("MSO")—Functions include:

- Development and management of behavioral health support and provider network services;
- Credentialing;
- Resource Development and Allocation;
- Quality Management;
- Utilization Management;
- Claims Management and Adjudication; and
- Ombudsman.

**4. Program Goals**

*Contractor shall meet the following program goals:*

- a. *Brief description of the Program's purpose and the goals of the Services:*

The Travis County Plan for Substance Use Disorders was completed in September 2015 and included the following guidance, which were used to develop program goals:

- Expand provider network to increase access to high-quality services across the service treatment continuum;
- Provide individualized services to populations that have significant barriers and challenges accessing services (such as criminal justice and/or child welfare involved, those experiencing homelessness and/or mental illness);
- Connect individuals to the appropriate level of treatment, with a goal of diversion from more expensive services when not clinically indicated; and
- Incorporate best practices, including recovery-oriented supports.

- b. *Travis County goal(s) that the Program will address:*

- ☒ Promote identification of behavioral health disorders and early access to treatment
- ☒ Alleviate or heal symptoms of a behavioral health disorder
- ☒ Enhance resiliency by empowering individuals to manage their own treatment needs and symptoms
- ☒ Collaborate and link with community resources on behalf of those seeking services

**5. Target Population**

*Contractor shall target Services to the following target population(s) in Travis County:*

Any Travis County resident who is in need of substance use disorder treatment based on the American Society of Addiction Medicine (ASAM) Criteria for level of care determination. Within these individuals, there is a particular focus on individuals who are:

- Experiencing homelessness;
- Experiencing mental health challenge as a co-occurring diagnosis;
- Involved in the criminal justice system;
- Women who are pregnant or parenting;



- At-risk for contracting HIV or who are already HIV-infected; or
- Parents involved with Child Protective Services.

This Contract also supports two (2) community-based specialty drug courts: the Downtown Austin Community Court (DACC) and the Parenting In Recovery / Family Drug Treatment Court (PIR/FDTC).

## 6. Client Eligibility

*Contractor shall apply the following eligibility criteria to potential Eligible Clients in order to receive Services in the Program:*

Eligibility Requirement	Description of Criteria	Verification Method
Federal Poverty Income Guidelines	Individual must be at or below 200% of Federal Poverty Income Guidelines	Eligibility and Consent Form (ECF) completed by individual submitted to Managed Services Organization (MSO) staff from provider of services
Travis County resident	Individual must be a resident of Travis County or homeless in Travis County at the time of the request for services	MSO staff utilizes the ECF and verifies that the address listed falls within Travis County per the Travis County Central Appraisal District website
Insurance	Individual must require some level of substance use disorder treatment that is not available under their insurance coverage	MSO staff utilizes Texas Medicaid Health Program (TMHP) and Contractor's medical record to verify if individual has insurance coverage for services needed
Age	Individual must be 10 years of age or older	Birth certificate, record, state issued identification card or school records

## 7. Service Delivery

*Contractor shall deliver Services as described below:*

### a. Outreach methods:

Contractor's MSO staff initiates contact with potential network providers through the Request for Applications (RFA) process, which is routinely posted for public access. Contractor's Network Development staff also follow up with new or newly-identified providers of services in the community through direct contact to determine if services offered would be of benefit to the network. Network Development engages in community outreach efforts such as fairs, community meetings, and group presentations promoting Contractor and the provider network. Contractor's Network Management staff encourages organizational providers to recruit and hire staff who can meet the diverse cultural and linguistic needs of the populations served through the SAMSO.

### b. Application process:

Each provider (organization or individual) completes an application online. Contractor processes and reviews the application for provider or organizational qualifications and experience. If the applicant provides complete information as required and is otherwise qualified, Contractor forwards the application to Contractor's legal counsel. Contractor's legal counsel creates the contract, and credentialing of the provider occurs simultaneously. Contractor credentials the provider network using National Committee for Quality Assurance (NCQA) standards and providers receive required training in delivering services using best practices. Contractor requires providers to take certain pre-service training, such as client's rights, confidentiality, safety care, care for culture, and service definition and billing training. Contractor requires providers to complete all training prior to delivery of services to individuals. Credentialing a provider entails background checks, education verification, work experience/qualifications, and verification of licensure (as applicable).

### c. Eligibility determination process:

In delivering the MSO program, Contractor utilizes ASAM Criteria to confirm and determine the appropriate level of care for the Eligible Client to receive substance use disorder services. Contractor requires the provider to complete an initial clinical assessment and submit an authorization request form with supporting clinical documentation for the requested level of care in which the individual will be served. The provider also submits an eligibility and consent form to allow exchange of information for continuity of care and to confirm eligibility requirements. These documents are reviewed by Contractor's Utilization Management (UM) staff who request additional information as needed and authorize or deny the request according to managed care guidelines.

*d. Service provision process:*

Contractor shall ensure that MSO staff is available Monday through Friday during normal business hours in person, telephonically or through video conferencing, except on Contractor's observed holiday closures, for support of contracting, credentialing, quality management, utilization management, claims processing, and ombudsman functions.

Contractor's staff also provide training to new providers, refresher training to providers who choose to renew their contracts and provide technical assistance as providers have questions or concerns related to service provision. If Contractor denies a provider's claim for payment, the provider has a right to appeal through Contractor's Ombudsman. Contractor makes attempts to resolve the denial informally, if possible. However, Contractor affords providers a first level appeal upon request. If Contractor does not overturn the decision, Contractor offers the provider a second level appeal that involves external providers, client representation, and Contractor's staff who were not involved in the initial decision.

Community members, including Eligible Clients, County personnel, and others, may share any concerns or complaints regarding Contractor's services, programs, staff, and network service providers to the Contractor's Ombudsman. This office accepts complaints Monday through Friday, 8:00 a.m. – 5:00 p.m. via email, telephone, or website. Contractor's Ombudsman will attempt to resolve the complaint, and if indicated, will complete an investigation.

*e. Duration of services:*

Contractor ensures that MSO services are available to the provider at all times while under contract as a network provider.

*f. Termination or discharge:*

Contractor discontinues MSO services once the provider terminates or declines to renew their network provider contract or the contract is terminated by the MSO, including, but not limited to, mutual termination, termination for cause due to breach in contract or client care issues. All proposed terminations are reviewed by Contractor's Contracts Review Committee and Contractor's legal counsel. Contractor ensures that all providers have the right to appeal the termination.

Contractor ensures that Eligible Clients are discharged from treatment by the service providers as indicated by their treatment protocols.

*g. Coordination and referrals:*

The Eligible Client seeks treatment directly from their provider of choice, or may be referred by Outreach, Screening, Assessment, and Referral Centers (OSAR) or other external service providers. If an Eligible Client currently in services continues to require ongoing substance use disorder treatment or support, UM will assist to coordinate those referrals as needed and as identified by the Eligible Client and their current provider.

Contractor is responsible for coordinating referrals for Eligible Clients between service providers on the continuum of care. Contractor performs the function through utilization review. Utilization Management may initiate referrals for treatment for Eligible Clients accessing other treatment resources that UM authorizes.

*h. Quality standards:*

Contractor ensures the MSO currently conducts annual contract monitoring activities that include credentialing, tracking provider compliance with billing guidelines, consumer complaints and rates of satisfaction. Contractor ensures the MSO collects eligibility, consent, and discharge data and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery. Contractor ensures the MSO also follows best practices as outlined by the Substance Abuse Mental Health Services Administration (SAMHSA) and the US Department of Health and Human Services. Some best practices include motivational interviewing; Screening, Brief Intervention, and Referral to Treatment (SBIRT); Medication-Assisted Treatment (MAT); and peer recovery

supports. The Contractor ensures providers are meeting quality standards through the collection of client surveys, credentialing, site visits, contract monitoring, and concerns shared with the Ombudsman.

*i. Services delivered under MSO by contracted providers:*

Contractor ensures the network providers offer substance use disorder treatment services including assessment, detox, residential, intensive outpatient, psychotherapy, and education/prevention. Contractor ensures the network providers also offer supportive non-treatment services such as transitional housing and peer recovery coaching.

## **8. Service Accessibility**

*Contractor shall utilize the following accessibility strategies in delivering Services:*

*a. Home or community-based access:*

Contractor ensures MSO staff is available in person, by phone, video conference or by email to provide support to providers on the network Monday through Friday 8:00 a.m. - 5:00 p.m., except on Contractor's observed holiday closures. Contractor ensures the MSO staff complete site visits as part of their credentialing and monitoring process.

As part of the contracting process, Contractor asks providers to indicate the geographic area of the county they intend to serve. Contractor ensures the MSO strives to maintain a provider network that is robust and diverse in its ability to provide accessible community-based services based upon individualized needs.

*b. Hours of access:*

Contractor ensures MSO staff is available during business hours Monday through Friday 8:00 a.m. - 5:00 p.m., except on Contractor's observed holiday closures. Depending on the service required, Contractor ensures the UM department is able to expeditiously link and authorize the Eligible Client for services meeting their level of acuity based on medical necessity twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.

Contractor ensures access to services that meet the Eligible Client's needs by recruiting providers with a range of available hours including evenings and weekends. Contractor ensures network contract service providers will set appointments according to the Eligible Client's preference and specifications for both in office or community-based services.

*c. Geographical access outside the City of Austin:*

By contract, Contractor ensures the MSO network providers deliver services for residents of Travis County, both within the City of Austin and surrounding suburbs within the limits of Travis County. While the providers may be headquartered outside of Travis County, Contractor ensures they are willing to provide services within Travis County and/or to Travis County residents. Contractor ensures the MSO will continue to develop its capacity to identify service providers for the outlying areas of the County (such as the far northwest area of the County, including Lakeway, Lake Travis, and Jonestown).

*d. Cultural competence:*

Contractor ensures MSO staff complete cultural competency training and are expected to perform their duties in a culturally competent manner.

The MSO has an online cultural competency training program for network provider education. Contractor ensures the providers deliver services in a culturally competent manner. Contractor ensures contracted providers complete cultural competency training and implementation of person-centered or family-centered plans. Contractor ensures this planning process is completed in a trauma informed manner and includes the cultural aspects that are important when engaging with children/adolescents, individuals, and families.



*e. Linguistic access for non-English speakers:*

Contractor has a language access plan, which includes an organizational assessment as part of the plan and an “I speak” campaign describing an individual client’s rights to appropriate linguistic services, website accessibility, and accessibility to clinical forms in their preferred language. Contractor’s website is translated into five (5) major languages represented in this geographical area.

Contractor screens provider applicants for the linguistic accommodations that are available to Eligible Clients. Contractor ensures the MSO staff arrange for applicants to be tested for language competence in person and through Language Line. Contractor ensures the MSO endeavors to recruit network providers with the ability to provide services to non-English speakers.

*f. Communication access (such as hearing or visual impairment, literacy limitations, etc.):*

Contractor ensures the MSO uses the available agency resources and tools for both translation and interpretation services as needed when working with current and potential network providers.

By contract, Contractor ensures network providers accommodate the language needs of Eligible Clients. In most cases, if provider agencies do not have bilingual staff, they are accessing the Language Line services.

## 9. Program Staffing

*The Contractor shall maintain staffing for Services in the manner described below. If position is currently vacant or new, indicate anticipated date by which staff will be hired:*

*This is staffing for all contracts engaged in on behalf of Contractor, which includes the Contract.*

Position Title	No. of Positions	Minimum Qualifications	Brief Description of Duties	Anticipated date for hiring, if vacant
Provider Network and Authority Officer	1	Master’s Degree in Social Services or related field; 5 years management experience	Administrative supervision of network development and authority functions	N/A
Utilization Management	7.5	RN, RN-APN, PA, LCSW, LPC, or LMFT licensed in the state of Texas. Also required at least five (5) years’ experience in direct care of persons with a serious mental illness.	Complete utilization review related to clinical/medical necessity and eligibility criteria	N/A
Claims Manager	2	High School; three (3) years’ experience in processing insurance/hospital claims	Support and processing of provider claims submitted for payment of services rendered to individuals served	N/A
Contract Manager	2	Bachelor’s degree and five (5) years’ experience in community-based service delivery	Contracts with providers to gain and maintain network provider access	N/A
Contract Monitor	1	Master’s Degree in Human Services or LPHA, three (3) years’ experience in behavioral health	Monitors provider compliance with the contract and provides education, training, and support for contracted service delivery	N/A
Credentialing Coordinator/Specialist	2	Bachelor’s degree; certified credentialing; one to two (1-2) years’ health care background	Credentials provider staff to ensure the safe care of individuals receiving services from network providers	N/A
Ombudsman/Peer	2	Ombudsman – LPHA and six (6) years’ experience in health care  Peer – Lived experienced in recovery	Handles concerns and complaints made by individuals served, or related to the safe care of individuals served	N/A
Quality Management	4	Bachelor’s degree; five (5) years’ experience in data management, quality management	Provides data on outcome measures related to improvement of individuals served	N/A
Data Entry	2.5	Graduation from a standard senior high school or equivalent is generally preferred.	Support above functions related to computer entries	N/A

		Three (3) years of progressively responsible experience in general office administrative work is preferred. Education and experience may be substituted for one another.		
--	--	---	--	--

## 10. Performance Measures

*Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County in its reasonable judgement to achieve the following performance goals:*

### a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of unduplicated Eligible Clients served	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services who are not participating in DACC or PIR/FDTC	185	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
3. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services referred by DACC	65	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
4. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services referred by PIR/FDTC	20	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
5. Number of unduplicated Eligible Clients provided residential treatment	180	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
6. Number of unduplicated Eligible Clients provided outpatient treatment	95	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
7. Number of unduplicated Eligible Clients provided support services	50	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any output reporting exceptions if applicable:*

### b. Outcome Performance Measures:

Outcome Measure	Total Annual Goal	Quarters Reported*
1. a. Number of Eligible Clients who successfully complete substance use disorder treatment (numerator)	98	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of Eligible Clients discharged from substance use disorder treatment (denominator)	197	
c. Percentage of Eligible Clients who successfully complete substance use disorder treatment (rate)	50%	
2. a. Number of Eligible Clients linked to services, housing, or recovery supports upon discharge from substance use disorder treatment (numerator)	98	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of Eligible Clients discharged from substance use disorder treatment (denominator)	197	
c. Percentage of Eligible Clients linked to services, housing, or recovery supports upon discharge from substance use disorder treatment (rate)	50%	
3. a. Number of new providers contracted within 60 days of completed application (numerator)	2	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of new providers who complete an application (denominator)	3	
c. Percentage of new providers contracted within 60 days of completed application (rate)	67%	
4. a. Number of first level provider appeals resolved within 10 days of receipt (numerator)	3	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of first level provider appeals received (denominator)	4	
c. Percentage of first level provider appeals resolved within 10 days of receipt (rate)	75%	
5. a. Number of authorizations issued or denied within two days of request (numerator)	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of authorizations submitted (denominator)	300	
c. Percentage of authorizations issued or denied within two days of request (rate)	90%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any outcome reporting exceptions if applicable:*

c. *Deliverables:*

1. Network directory, produced quarterly but prefer an online directory that is updated in real time
2. Survey of the network providers to gather feedback regarding the performance of the network
3. Unduplicated Eligible Client demographic and zip code reporting, to be included in the quarterly performance report
4. Any and all special reports, data, and information which the County reasonably requests that Contractor make as a routine or special request

## **11. Program Evaluation**

*To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:*

Contractor ensures the MSO collects eligibility, consent, and discharge data concerning treatment episodes and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery.

Contractor ensures its Quality Management (QM) Program measures performance of processes that support care, and fosters systemic improvements based upon analysis of the data. Contractor uses analysis of trends, patterns, and performance levels to improve outcomes of Eligible Clients served. Contractor gives frequent, ongoing, data-driven feedback to network providers. In addition, Contractor ensures the QM Program uses quality improvement teams and projects that develop plans that focus on improving processes and outcomes in more specific areas, and which use the Plan-Do-Study-Act (PDSA) Performance Improvement Cycle model. Contractor ensures its Quality Leadership Team (QLT) identifies and addresses systemic barriers to performance; suggests new indicators to monitor important aspects of care; and establishes thresholds for evaluation.

Contractor ensures the MSO conducts annual contract monitoring activities that include: credentialing, tracking provider compliance with billing guidelines, Eligible Client complaints and rates of satisfaction. The Contractor will complete a SAMSO Performance Report on a quarterly basis to ensure performance goals are being met. Contractor will pull data for the SAMSO Performance Report from various databases including electronic health record, Credentialing Software, an electronic forms tool, and the Provider Tracking Sheet. Contractor will collect these demographics to evaluate diversity of Eligible Clients served: gender, race, ethnicity, age, and zip code of residence. Contractor, the County and the City will collaborate to report on specialized populations served as needed for community-wide planning purposes.

## **12. Community Planning**

*Contractor shall make a good faith effort to participate in relevant community planning activities, and align with relevant community plans, as follows:*

a. *Community planning group participation:*

- Psychiatric Stakeholder Committee (PSC)
- CAN Steering Committee
- Behavioral Health and Criminal Justice Advisory Committee (BHCJAC)
- Community Health Assessment/Community Health Improvement Plan (CHA/CHIP) Community One Voice Public Policy Committee, Substance Use Disorder planning led by Travis County
- Brain Health Planning Group
- Travis County Youth Substance Abuse Prevention Coalition,
- Outreach, Screening, Assessment and Referral (OSAR)
- Austin ROSC
- Austin Area Opioid Work Group.

b. *Community plan or equivalent means of orienting to community needs and goals:*

- Plan to End Homelessness—Homeless Services Strategy

- Kids Living Well
- Travis County Plan for Substance Use Disorder 2015
- Texas Statewide Behavioral Health Strategic Plan 2017-2021
- Contractor's Strategic Plan 2020-2021

*For County staff use only:*

Date range of five year issue area cycle:	FY 2019 – FY 2023
Date of initial Contract start:	October 1, 2018
Date work statement revised (if applicable):	July 25, 2019
Date work statement revised (if applicable):	July 2, 2020
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	



**EXHIBIT 1**

**Addendum 1 to Attachment A**

**FY'21 City of Austin Downtown Austin Community Court Performance Measures**



# Addendum 1 to Attachment A

## FY'21 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTPUTS

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Output #1</b>	<b>Number of Unduplicated Eligible Clients Served per quarter</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	37	61	98
2nd - Jan - Mar	30	60	90
3rd - Apr - Jun	30	60	90
4th - Jul - Sept	30	60	90
<b>YTD Total</b>	<b>127</b>	<b>241</b>	<b>368</b>

<b>Output #2</b>	<b>Number of Eligible Clients Who Received Residential Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	14	0	14
2nd - Jan - Mar	11	0	11
3rd - Apr - Jun	11	0	11
4th - Jul - Sept	10	0	10
<b>YTD Total</b>	<b>46</b>	<b>0</b>	<b>46</b>

<b>Output #3</b>	<b>Number of Eligible Clients Who Received Detox Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	2	0	2
2nd - Jan - Mar	2	0	2
3rd - Apr - Jun	2	0	2
4th - Jul - Sept	2	0	2
<b>YTD Total</b>	<b>8</b>	<b>0</b>	<b>8</b>

<b>Output #4</b>	<b>Number of Eligible Clients Who Received Transitional Housing</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	5	0	5
2nd - Jan - Mar	3	0	3
3rd - Apr - Jun	3	0	3
4th - Jul - Sept	3	0	3
<b>YTD Total</b>	<b>14</b>	<b>0</b>	<b>14</b>



**FY'21 City of Austin  
Downtown Austin  
Community Court Performance Measures  
PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Outcome #1</b>	<b>Percentage of Eligible Clients Who Successfully Completed Residential Treatment Services</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Who Successfully Completed Residential Treatment Services</b>		
<b>Denominator</b>	<b>Number of Eligible Clients Who Discharged From Residential Treatment Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	6	11	54.55%
2nd - Jan - Mar	6	12	50.00%
3rd - Apr - Jun	6	11	54.55%
4th - Jul - Sept	6	12	50.00%
<b>YTD Total</b>	<b>24</b>	<b>46</b>	<b>52.17%</b>

<b>Outcome #2</b>	<b>Percentage of Eligible Clients Who Successfully Completed Detox Services</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Who Successfully Completed Detox Services</b>		
<b>Denominator</b>	<b>Number of Eligible Clients who Discharged From Detox Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
<b>YTD Total</b>	<b>7</b>	<b>14</b>	<b>50.00%</b>



**FY'21 City of Austin  
Downtown Austin  
Community Court Performance Measures  
PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Outcome #3</b>	<b>Percentage of Eligible Clients Who Successfully Completed Transitional Housing</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Who Successfully Completed Transitional Housing</b>		
<b>Denominator</b>	<b>Number of Eligible Clients Who Exited Transitional Housing</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
<b>YTD Total</b>	7	14	50.00%

<b>Outcome #4</b>	<b>Percentage of Eligible Clients Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment</b>		
<b>Denominator</b>	<b>Number of Eligible Clients Discharged From Substance Use Disorder Treatment</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	2	7	28.57%
2nd - Jan - Mar	3	8	37.50%
3rd - Apr - Jun	2	8	25.00%
4th - Jul - Sept	3	8	37.50%
<b>YTD Total</b>	10	31	32.26%





**FY'21 City of Austin  
Downtown Austin  
Community Court Performance Measures  
PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Outcome #5</b>	<b>Percent of Eligible Clients who report satisfaction of services provided</b>		
<b>Numerator</b>	<b>Number of Eligible Clients who report satisfaction of services provided</b>		
<b>Denominator</b>	<b>Number of Eligible Clients surveyed for satisfaction of services provided</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	9	9	100.00%
<b>2nd - Jan - Mar</b>	9	10	90.00%
<b>3rd - Apr - Jun</b>	9	9	100.00%
<b>4th - Jul - Sept</b>	9	10	90.00%
<b>YTD Total</b>	36	38	94.74%

**EXHIBIT 1**

**Addendum 2 to Attachment A**

**FY'21 Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for  
Opioid Addiction**

## Addendum 2 FY'21 Program Work Statement and Performance Measures

### Medication-Assisted Treatment (MAT) for Opioid Addiction

#### 1. Program Information

MAT for Opioid Addiction

#### 2. Service Description

Integral Care shall continue collaboration on a MAT program focused on treating the increased prevalence of opioid addiction in Travis County. This program allows for medical consultation, access to medication for treatment of opioid addiction, and participation in recovery supports and treatment, and focuses on high-risk individuals who do not have qualifying insurance to cover MAT.

Integral Care collaborates with various SAMSO providers and CommUnityCare to provide opioid addiction treatment intervention. Integral Care utilizes various SAMSO partners and CommUnityCare to screen and enroll individuals in MAT treatment. Integral Care shall ensure through their collaborations that Eligible Clients with opioid addiction are prescribed MAT, when clinically indicated, and linked to treatment and recovery supports. If an Eligible Client is utilizing this funding while on a waitlist for an Integral Care MAT program, the Eligible Client must remain in services with the provider and seamlessly transition into Integral Care services.

The objectives of the MAT program are:

- Increase access to MAT: Agonists (e.g., Methadone and buprenorphine); Antagonists (e.g., Naltrexone and Naloxone); Other (e.g., Gabapentin);
- Increase the number of Eligible Clients who can access MAT treatment for their opioid addiction who do not have insurance and/or financial resources;
- Improve opioid addiction outcomes for Eligible Clients; and
- Increase sustained recovery for Eligible Clients with opioid addiction.

#### 3. Target Population

This Contract currently serves high-risk participants who do not have an alternative funding source for Substance Use Disorder (SUD) treatment, which include but are not limited to individuals experiencing homelessness, mental health challenges as a co-occurring diagnosis, or involvement in the criminal justice system; women who are pregnant or parenting; individuals at-risk for contracting HIV or who are already HIV-infected; and parents involved with Child Protective Services. Integral Care shall ensure that this program targets high-risk individuals, without adequate insurance coverage or resources, who would benefit from the comprehensive approach of MAT and treatment and recovery supports.

#### 4. Performance Measures

##### a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of Eligible Clients receiving MAT	50	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of Eligible Clients who completed intervention	30	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

##### b. Outcome Performance Measures:

Outcome Measure			Total Annual Goal	Quarters Reported*
1.	a.	Number of Eligible Clients who self-report abstinence or decrease in use (numerator)	14	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b.	Total number of Eligible Clients surveyed prior to discharge (denominator)	18	
	c.	Percentage of Eligible Clients who self-report abstinence or decrease in use (rate)	78%	
2.	a.	Number of Eligible Clients who participate in wellness services (numerator)	31	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b.	Total number of Eligible Clients receiving MAT (denominator)	50	
	c.	Percentage of Eligible Clients receiving MAT who participate in wellness services (rate)	62%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

**EXHIBIT 1**

**ATTACHMENT B**

**FY'21 Budget**

**ATTACHMENT B**  
**FY'21 BUDGET**  
**October 1, 2020 - September 30, 2021**  
**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC))                      \$    672,000  
(October 1, 2020 – September 30, 2021)

TRAVIS COUNTY (General Fund)    \$   1,073,799  
(October 1, 2020 – September 30, 2021)

SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court)        \$    218,610  
(September 30, 2020 – September 29, 2021)

TRAVIS COUNTY (Medication-Assisted Treatment - MAT)                      \$      75,000  
(October 1, 2020 – September 30, 2021)

---

**TOTAL FUNDS    \$   2,039,409**

DISTRIBUTION (City of Austin DACC and Travis County General Fund):

**I. High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**

MSO Fee.....12% of direct service amount  
Maximum.....\$187,050

DIRECT SERVICES (through Providers)  
Maximum: .....\$1,558,749

**(Integral Care will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'21 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)**

Youth Services. \$15,000 of Travis County's \$1,073,799 can be used for youth services.

**II. Parenting in Recovery Target Population (SAMHSA FY'21 Grant Funds)**

MSO Fee.....5 % of Direct Services Amount  
Maximum.....\$10,410

DIRECT SERVICES (through Providers)  
Maximum: .....\$208,200

The Parenting in Recovery SAMHSA grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2020 through September 29, 2021.

(Integral Care will calculate the MSO Fee as .05 of the amount billed for this funding source's direct services each month during the FY'21 Renewal term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

### III. Medication-Assisted Treatment (MAT) Target Population

DIRECT SERVICES (through Providers)

Maximum: .....\$75,000

The Target Population is high-risk individuals who do not have qualifying insurance to cover MAT treatment. There is not an MSO Fee associated with the MAT funding.

#### 1. *Maximum Total Contract Funds – FY'21 Renewal Term*

A total amount of \$2,039,409 ("Contract Funds") is available during the FY'21 Renewal Term (October 1, 2020 – September 30, 2021). All payments are contingent upon Integral Care's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

##### *a. Contract Funds – Network Service Providers*

Network Providers. Integral Care will negotiate contracts with fee-for-service rates with community-based Network service providers for the FY'21 Renewal Term. Costs of Services provided by those providers will be paid for by Integral Care using grant and non-grant direct service Contract Funds in an amount not to exceed the amount shown above in the FY'21 Budget for Contract Funds (up to \$1,841,949). Integral Care agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable terms of this Agreement, including the Program Work Statement and Performance Measures attached as Attachment A. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by City and County for services funded by Contract Funds.

##### *Request for Payment and Status of Funds*

Request for Payment: Per the terms and conditions of the Agreement, Integral Care will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the City Department or County Department, as applicable, within twenty (20) days of the end of each month in which direct services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per the applicable specifications of the City Department or County Department, as applicable, direct services provided to Eligible Clients and associated costs. The Request for Payment will distinguish Eligible Clients served according to the target populations listed in the chart below.

Target Population Obligations: During the FY'21 Renewal Term, Integral Care will provide documentation with each monthly Request for Payment showing the amount expended for direct services provided to each Target Population. Integral Care will cooperate with the City Department or County Department, as applicable, throughout the FY'21 Renewal Term in allocating City and County Contract Funds for designated Target Populations, as required by City and County.

##### *b. Fee-for-Service Rates*

Provider Rates: During the FY'21 Renewal Term, all service providers will be reimbursed (for direct services delivered to Eligible Clients from October 1, 2020, through September 30, 2021) on a fee-for-service payment arrangement, based on approved claims for direct services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Parties. Rates may need to be adjusted at times, contingent upon written approval of the Parties, based on market and cost factors and as recommended by Integral Care and approved in advance by City Department and County Department.



**Rate Setting:** With respect to rate-setting in general under the Agreement, Integral Care will assist providers with rate development with all rates subject to prior City Department's and County Department's approval. Integral Care will submit all rate requests (e.g. for new direct services, new providers, and/or rate changes) to the City Department and County Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Integral Care must be fully negotiated with the provider and submitted to the City Department and County Department for approval in a timely manner so that City Department and County Department have sufficient time to review the request and determine whether or not it will be approved.

**Youth Services:** Integral Care can use \$15,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

***c. Service Estimates and Network Expansion***

**Service Estimates:** A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'21 Renewal Term is shown below. Integral Care will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting and will notify the City Department and County Department in writing within thirty (30) days of making any such adjustment. Either the City Department or County Department may, at any time, request a review of such adjustments, and Integral Care will work with the applicable requestor if the applicable requestor determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional direct services from current Network providers and, contingent upon prior City Department's and County Department's approval, for exceptional referrals for needed direct services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'21**

<b>Target Population</b>	<b>Amount</b>
At Risk Adults	\$939,749
DACC	\$600,000
Youth Treatment Services	\$15,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
SAMHSA PIR/FDTC	\$208,200
Medication-Assisted Treatment (MAT)	\$75,000
<b>TOTAL</b>	<b>\$1,841,949</b>

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by INTEGRAL CARE during the FY'21 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'21 Renewal Term.

**Network Expansion:** The need for service Network expansion will be evaluated by Integral Care on an ongoing basis in order to ensure adequate service capacity, access to services, and availability of the continuum of services required by City and County for Eligible Clients under the Agreement. If Integral Care determines that a service expansion is required during the FY'21 Renewal Term, Integral Care will promptly submit written recommendations to the City Department and County Department and obtain City Department's and County Department's approval in writing at least thirty (30) days prior to proposed effective date of the expansion.



**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY,  
THE CITY OF AUSTIN AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A  
INTEGRAL CARE FOR  
SUBSTANCE ABUSE MANAGED SERVICES ORGANIZATION ("SAMSO") SERVICES**

This Amendment ("Amendment") of the Interlocal Cooperation Agreement ("Agreement") for the provision of substance abuse managed services organization is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas, and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care ("Contractor" or "Integral Care"), the local mental health authority and local intellectual and developmental disability authority designated by the State of Texas for Travis County and the incorporated municipalities therein, and a community center, pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes (each a "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into the Agreement effective January 1, 2006 to provide substance use disorder managed services organization services for indigent residents and other eligible clients. The Agreement has been amended and renewed multiple times with its most recent term ending September 30, 2020; and

WHEREAS, Section 2.2.1 of the Agreement provides for automatic renewal of the Agreement; and Section 3.1 of the Agreement provides for amendment of the Agreement by the written agreement of the Parties; and

WHEREAS, the Parties now desire to amend the Agreement to reflect mutually agreed upon changes in the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**1.0 AMENDMENT**

1.1 The Parties agree to amend the Agreement by deleting Attachment B entitled "FY'20 Budget" and replacing it with Attachment B-1, entitled, "Amended FY'20 Budget."

1.2 The Parties agree to amend Section 5.1 of the Agreement by deleting it in its entirety and replacing it to read as follows:

**FUNDING SOURCES:**

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2019 – September 30, 2020)	\$ 672,000
TRAVIS COUNTY (General Fund) (October 1, 2019 – September 30, 2020)	\$ 1,073,799
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2019 – September 29, 2020)	\$ 238,988
TRAVIS COUNTY (Medication Assisted Treatment - MAT) (October 1, 2019 – September 30, 2020)	\$ 75,000

---

**TOTAL FUNDS \$ 2,059,787**

1.3 The Parties agree to amend Addendum 1 to Attachment A, entitled "FY'20 Downtown Austin Community Court Performance Measures" by deleting it in its entirety and replacing it with the attached Addendum 1 to Attachment A-1, entitled "Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures - Outcomes."

All other attachments and terms not amended under this Section 1.0 shall remain in full force and effect. The attachments referred to in this Section 1.0 are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performances by Contractor in accordance with the terms of the Agreement, as amended.

## **2.0 INCORPORATION**

2.1 The Parties hereby incorporate the Agreement, as amended, into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties with respect to the subject matter as described in the Agreement, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## **3.0 EFFECTIVE DATE**

3.1 This Amendment is effective July 1, 2020 when it is approved and signed by the Parties. The Agreement, as amended, shall remain in full force and effect, being hereby ratified, approved and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

**[Signature Page to Follow]**

TRAVIS COUNTY

By: Samuel T. Biscoe

Samuel T. Biscoe  
County Judge

Date: JUL 28 2020

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A  
INTEGRAL CARE

By: [Signature]  
Its Duly Authorized Agent

Printed Name: David Evans

Title: CEO

Date: 7/7/2020

CITY OF AUSTIN

By: [Signature]  
Its Duly Authorized Agent

Printed Name: Rey Arellano

Title: Assistant City Manager

Date: 07/08/2020

**EXHIBIT 1**

**ATTACHMENT B-1**

**Amended FY'20 Budget**



**ATTACHMENT B - 1**  
**AMENDED FY'20 BUDGET**  
**October 1, 2019 - September 30, 2020**  
**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC))                     \$   672,000  
(October 1, 2019 – September 30, 2020)

TRAVIS COUNTY (General Fund)   \$  1,073,799  
(October 1, 2019 – September 30, 2020)

SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court)   \$   238,988  
(September 30, 2019 – September 29, 2020)

TRAVIS COUNTY (Medication-Assisted Treatment - MAT)                     \$     75,000  
(October 1, 2019 – September 30, 2020)

---

**TOTAL FUNDS   \$  2,059,787**

DISTRIBUTION (City of Austin DACC and Travis County General Fund):

**I. High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**

MSO Fee.....12% of direct service amount  
Maximum.....\$187,050

DIRECT SERVICES (through Providers)  
Maximum: .....\$1,558,749

(Integral Care will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'20 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

Youth Services. \$15,000 of Travis County's \$1,073,799 can be used for youth services.

**II. Parenting In Recovery Target Population (SAMHSA FY'20 Grant Funds)**

MSO Fee.....5 % of Direct Services Amount  
Maximum.....\$11,380

DIRECT SERVICES (through Providers)  
Maximum: .....\$227,608

The Parenting in Recovery SAMHSA grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2019 through September 29, 2020.

(Integral Care will calculate the MSO Fee as .05 of the amount billed for this funding source's direct services each month during the FY'20 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

### III. Medication-Assisted Treatment (MAT) Target Population

DIRECT SERVICES (through Providers)

Maximum: .....\$75,000

The Target Population is high-risk individuals who do not have qualifying insurance to cover MAT treatment. There is not an MSO Fee associated with the MAT funding.

#### 1. *Maximum Total Contract Funds – FY'20 Renewal Term*

A total amount of \$2,059,787 ("Contract Funds") is available during the FY'20 Renewal Term (October 1, 2019 – September 30, 2020). All payments are contingent upon Integral Care's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

##### *a. Contract Funds – Network Service Providers*

Network Providers. Integral Care will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY'20 Renewal Term. Costs of Services provided by those providers will be paid for by Integral Care using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the Amended FY'20 Budget for Contract Funds (up to \$2,059,787). Integral Care agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by City and County for services funded by Contract Funds.

##### *Request for Payment and Status of Funds*

Request for Payment: Per the terms and conditions of the Agreement, Integral Care will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish Eligible Clients served according to the target populations listed in the chart below.

Target Population Obligations: During the FY'20 Renewal Term, Integral Care will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each Target Population. Integral Care will cooperate with Department throughout the FY'20 Renewal Term in allocating City and County Contract Funds for designated Target Populations, as required by City and County.

##### *b. Fee-for-Service Rates*

Provider Rates: During the FY'20 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2019, through September 30, 2020) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and Integral Care. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by Integral Care and approved in advance by Department.



**Rate Setting:** With respect to rate-setting in general under the Agreement, Integral Care will assist providers with rate development with all rates subject to prior Department approval. Integral Care will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Integral Care must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that Department has sufficient time to review the request and determine whether or not it will be approved.

**Youth Services:** Integral Care can use \$15,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

**c. Service Estimates and Network Expansion**

**Service Estimates:** A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'20 Renewal Term is shown below. Integral Care will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within thirty (30) days of making any such adjustment. Department may, at any time, request a review of such adjustments, and Integral Care will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'20**

Target Population	Amount
At Risk Adults	\$939,749
DACC	\$600,000
Youth Treatment Services	\$15,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
SAMHSA PIR/FDTC	\$227,608
Medication-Assisted Treatment (MAT)	\$75,000
TOTAL	\$1,861,357

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by INTEGRAL CARE during the FY'20 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'20 Renewal Term.

**Network Expansion:** The need for service Network expansion will be evaluated by Integral Care on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If Integral Care determines that a service expansion is required during the FY'20 Renewal Term, Integral Care will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

**EXHIBIT 1**

**ADDENDUM 1 TO ATTACHMENT A-1**

**Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures**





## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTPUTS

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	37	61	98
2nd - Jan - Mar	30	60	90
3rd - Apr - Jun	30	60	90
4th - Jul - Sept	30	60	90
YTD Total	127	241	368

Output #2	Number of Clients Who Received Residential Services		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	14	0	14
2nd - Jan - Mar	11	0	11
3rd - Apr - Jun	11	0	11
4th - Jul - Sept	10	0	10
YTD Total	46	0	46

Output #3	Number of Clients Who Received Detox Services		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	2	0	2
2nd - Jan - Mar	2	0	2
3rd - Apr - Jun	2	0	2
4th - Jul - Sept	2	0	2
YTD Total	8	0	8

Output #4	Number of Clients Who Received Transitional Housing		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	5	0	5
2nd - Jan - Mar	3	0	3
3rd - Apr - Jun	3	0	3
4th - Jul - Sept	3	0	3
YTD Total	14	0	14





## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTCOMES

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Outcome #1	Percentage of Clients Who Successfully Completed Residential Treatment Services		
Numerator	Number of Clients Who Successfully Completed Residential Treatment Services		
Denominator	Number of Clients Who Discharged From Residential Treatment Services		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	6	11	54.55%
2nd - Jan - Mar	6	12	50.00%
3rd - Apr - Jun	6	11	54.55%
4th - Jul - Sept	6	12	50.00%
YTD Total	24	46	52.17%

Outcome #2	Percentage of Clients Who Successfully Completed Detox Services		
Numerator	Number of Clients Who Successfully Completed Detox Services		
Denominator	Number of Clients who Discharged From Detox Services		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
YTD Total	7	14	50.00%





## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTCOMES

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Outcome #3	Percentage of clients Who Successfully Completed Transitional Housing		
Numerator	Number of Clients Who Successfully Completed Transitional Housing		
Denominator	Number of Clients Who Exited Transitional Housing		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
YTD Total	7	14	50.00%

Outcome #4	Percentage of Individuals Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment		
Numerator	Number of Individuals Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment		
Denominator	Number of Individuals Discharged From Substance Use Disorder Treatment		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	2	7	28.57%
2nd - Jan - Mar	3	8	37.50%
3rd - Apr - Jun	2	8	25.00%
4th - Jul - Sept	3	8	37.50%
YTD Total	10	31	32.26%



## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTCOMES

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2019-09/30/2020

<b>Outcome #5</b>	<b>Percent of clients who report satisfaction of services provided</b>		
<b>Numerator</b>	<b>Number of clients who report satisfaction of services provided</b>		
<b>Denominator</b>	<b>Number of clients surveyed for satisfaction of services provided</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	9	9	100.00%
2nd - Jan - Mar	9	10	90.00%
3rd - Apr - Jun	9	9	100.00%
4th - Jul - Sept	9	10	90.00%
<b>YTD Total</b>	36	38	94.74%





**LAW DEPARTMENT  
MEMORANDUM**

**CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION**

This memorandum is made confidential by the attorney-client privilege. Distribution of this memorandum to anyone other than the person to whom it is addressed may make it subject to disclosure.

To: Rey Arellano, Assistant City Manager

Through: Anne L. Morgan, City Attorney

From: Jaclyn Gerban, Assistant City Attorney

Date: November 5, 2020

Subject: Amendment No. 3 of Interlocal Cooperation Agreement with Travis County and Integral Care for Substance Abuse Managed Services Organization (SAMSO) Services

---

I am presenting the following Agreement for your signature. Here are some background points.

- On August 30, 2018, Austin City Council approved the negotiation and execution of an Interlocal Cooperation Agreement for an initial 12-month term beginning October 1, 2018 in an amount not to exceed \$392,000, with four, 12-month renewal options not to exceed \$392,000 per option, for a total contract amount not to exceed \$1,960,000.
- The Agreement allows the City to coordinate with Integral Care to provide mental health, public health, and substance abuse treatment services for indigent citizens and other eligible clients of the Downtown Austin Community Court (DACC).
- On December 9, 2019, the City executed the first of four renewal options and amended the Agreement, to include updated DACC Performance Measures, Medication Assistance Treatment for Opioid Addiction, and an updated Program Budget applicable to the 2020 Fiscal Year. That amendment was effective October 1, 2019 and included a ratification clause.
- On June 11, 2020, DACC received approval from City Council for the negotiation and execution of an amendment to the Agreement to increase funding in an amount not to exceed \$280,000 for the current agreement term ending on September 30, 2020, and increasing funding for the three remaining 12-month renewal options not to exceed \$280,000 per renewal option, for a total increase to the Agreement in an amount not to exceed \$1,120,000.
- This Amendment will execute the second 12-month renewal option including the increase funding approved by the City Council on June 11, 2020, bringing the annual agreement total for Fiscal Year 2020-2021 to \$672,000 with the same terms as the amended agreement in Fiscal Year 2019-2020.

- The City has authority to enter into the Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.
- This Amendment to the Agreement is complete, legally sufficient, and within your authority to sign.

You may contact me if you have any questions at 4-6481. Thank you.

**2021 RENEWAL AND AMENDMENT NO. 2 OF  
INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY, THE CITY OF AUSTIN,  
AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER  
D/B/A INTEGRAL CARE FOR SUBSTANCE ABUSE MANAGED SERVICES ORGANIZATION**

This 2021 Renewal and Amendment No. 2 ("2021 Renewal and Amendment") of this Interlocal Cooperation Agreement ("Agreement" or "Contract") for the provision of substance use disorder managed services is entered into among the following parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"), and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care for Substance Abuse Managed Services Organization ("Contractor" or "Integral Care"), the local mental health authority and local intellectual and developmental disability authority designated by the State of Texas for Travis County and the incorporated municipalities therein, and a community center, pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes (each a "Party" and collectively, "the Parties").

**RECITALS**

WHEREAS, the Parties entered into an agreement effective January 1, 2006 (the "Original Agreement"). The Original Agreement has been amended and renewed multiple times; and

WHEREAS, the Parties entered into an amended and restated Contract, with the initial term beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, the Parties entered into an amendment ("2020 Renewal and Amendment") to incorporate certain amendments that were inadvertently not presented to the City for signature; and

WHEREAS, pursuant to Section 2.2 of the Contract, the Contract automatically renewed with its most recent term ending September 30, 2020 and will thereafter automatically renew for an additional twelve-month term beginning October 1, 2020 through September 30, 2021 (the "FY'21 Renewal Term"); and

WHEREAS, pursuant to Section 3.0 of the Contract, the Parties may amend the Contract in writing and signed by both Parties; and

WHEREAS, the Parties now desire to amend the Contract to reflect mutually agreed upon changes in the terms;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Contract as follows:

**1.0 AMENDMENT**

1.1 The Parties hereby agree to amend the Contract by deleting Attachment A entitled "Program Work Statement and Performance Measures" and replacing it with Attachment A entitled "FY'21 Program Work Statement and Performance Measures."

1.2 The Parties hereby agree to amend the Contract by deleting Addendum 1 to Attachment A entitled "City of Austin Downtown Austin Community Court Performance Measures" and replacing it with Addendum 1 to Attachment A entitled "FY'21 City of Austin Downtown Austin Community Court Performance Measures."

1.3 The Parties hereby agree to amend the Contract by deleting Addendum 2 to Attachment A entitled "Medication Assisted Treatment (MAT) for Opioid Addiction" and replacing it with Addendum 2 to Attachment A entitled "FY'21 Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for Opioid Addiction."



1.4 The Parties hereby agree to amend the Contract by deleting Attachment B entitled "FY'20 Budget" and replacing it with Attachment B, entitled "FY'21 Budget."

1.5 The Parties hereby agree to amend Sections 4.2.1, 4.2.1.1, 4.2.1.2, and 4.2.2 of the Contract by deleting them in their entirety and replacing them to read as follows:

- 4.2.1 Attachment A FY'21 Program Work Statement and Performance Measures
  - 4.2.1.1 Addendum 1 to Attachment A FY'21 City of Austin Downtown Austin Community Court Performance Measures
  - 4.2.1.2 Addendum 2 to Attachment A FY'21 Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for Opioid Addiction
- 4.2.2 Attachment B FY'21 Budget

The remainder of Section 4.2 remains the same.

All other attachments not amended under this Section 1.0 shall remain in full force and effect. The attachments referred to in this Section 1.0 are included in this 2021 Renewal and Amendment as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performances by Contractor in accordance with the terms of the Contract, as amended.

1.6 The Parties agree to amend Section 5.1 of the Contract by deleting it in its entirety and replacing it to read as follows:

5.1 **Contract Funds Amount.** During each Contract Term, County and City will make available for payment to Contractor for the services provided pursuant to the terms of this Contract, the Contract Funds, referenced in Attachment B, FY'21 Budget, in an amount for the FY'21 Renewal Term not to exceed:

**FUNDING SOURCES:**

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2020 – September 30, 2021)	\$ 672,000
TRAVIS COUNTY (General Fund) (October 1, 2020 – September 30, 2021)	\$ 1,073,799
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2020 – September 29, 2021)	\$ 218,610
TRAVIS COUNTY (Medication-Assisted Treatment - MAT) (October 1, 2020 – September 30, 2021)	\$ 75,000

---

**TOTAL FUNDS\$ 2,039,409**

## 2.0 INCORPORATION

2.1 County, City, and Integral Care hereby incorporate the Contract, as amended, into this 2021 Renewal and Amendment. Except for the changes made in this 2021 Renewal and Amendment, County, City and Integral Care hereby ratify all the terms and conditions of the Contract, as amended. The Contract, as amended, with the changes made in this 2021 Renewal and Amendment constitutes the entire agreement among the Parties with respect to the subject matter as described in the Contract, as amended, and supersedes any prior undertaking or written or oral agreements or representations among the Parties.

## 3.0 EFFECTIVE DATE

3.1 This 2021 Renewal and Amendment is effective October 1, 2020 when it is approved and signed by each Party. The Contract, as amended, shall remain in full force and effect, being hereby ratified, approved and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

### TRAVIS COUNTY

BY: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

Date: \_\_\_\_\_

### CITY OF AUSTIN

BY: \_\_\_\_\_  
Authorized Representative

Printed Name: Rey Arellano

Title: Assistant City Manager

Date: 11-10-2020

### AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A INTEGRAL CARE

BY: David Evans by David A Weden  
Its Duly Authorized Agent

Printed Name: David Evans by David A Weden

Title: CEO by CAO/CFO

Date: 11/4/2020

**EXHIBIT 1**

**ATTACHMENT A**

**FY'21 Program Work Statement and Performance Measures**

**ATTACHMENT A**  
**FY'21 PROGRAM WORK STATEMENT AND PERFORMANCE MEASURES**

**1. Program Information**

*Legal agency name and program name:*

- a. Agency name: Integral Care ("Contractor")
- b. Program name: Substance Abuse Managed Services Organization ("Program" or "SAMSO")

**2. Issue Area:** Behavioral Health

**3. Service Type**

*Service type(s) utilized in the Program (each, a "Service" and, collectively, the "Services"):*

Managed Services Organization for Substance Use Disorders ("MSO")—Functions include:

- Development and management of behavioral health support and provider network services;
- Credentialing;
- Resource Development and Allocation;
- Quality Management;
- Utilization Management;
- Claims Management and Adjudication; and
- Ombudsman.

**4. Program Goals**

*Contractor shall meet the following program goals:*

- a. *Brief description of the Program's purpose and the goals of the Services:*

The Travis County Plan for Substance Use Disorders was completed in September 2015 and included the following guidance, which were used to develop program goals:

- Expand provider network to increase access to high-quality services across the service treatment continuum;
- Provide individualized services to populations that have significant barriers and challenges accessing services (such as criminal justice and/or child welfare involved, those experiencing homelessness and/or mental illness);
- Connect individuals to the appropriate level of treatment, with a goal of diversion from more expensive services when not clinically indicated; and
- Incorporate best practices, including recovery-oriented supports.

- b. *Travis County goal(s) that the Program will address:*

- ☒ Promote identification of behavioral health disorders and early access to treatment
- ☒ Alleviate or heal symptoms of a behavioral health disorder
- ☒ Enhance resiliency by empowering individuals to manage their own treatment needs and symptoms
- ☒ Collaborate and link with community resources on behalf of those seeking services

**5. Target Population**

*Contractor shall target Services to the following target population(s) in Travis County:*

Any Travis County resident who is in need of substance use disorder treatment based on the American Society of Addiction Medicine (ASAM) Criteria for level of care determination. Within these individuals, there is a particular focus on individuals who are:

- Experiencing homelessness;
- Experiencing mental health challenge as a co-occurring diagnosis;
- Involved in the criminal justice system;
- Women who are pregnant or parenting;



- At-risk for contracting HIV or who are already HIV-infected; or
- Parents involved with Child Protective Services.

This Contract also supports two (2) community-based specialty drug courts: the Downtown Austin Community Court (DACC) and the Parenting In Recovery / Family Drug Treatment Court (PIR/FDTC).

## 6. Client Eligibility

*Contractor shall apply the following eligibility criteria to potential Eligible Clients in order to receive Services in the Program:*

Eligibility Requirement	Description of Criteria	Verification Method
Federal Poverty Income Guidelines	Individual must be at or below 200% of Federal Poverty Income Guidelines	Eligibility and Consent Form (ECF) completed by individual submitted to Managed Services Organization (MSO) staff from provider of services
Travis County resident	Individual must be a resident of Travis County or homeless in Travis County at the time of the request for services	MSO staff utilizes the ECF and verifies that the address listed falls within Travis County per the Travis County Central Appraisal District website
Insurance	Individual must require some level of substance use disorder treatment that is not available under their insurance coverage	MSO staff utilizes Texas Medicaid Health Program (TMHP) and Contractor's medical record to verify if individual has insurance coverage for services needed
Age	Individual must be 10 years of age or older	Birth certificate, record, state issued identification card or school records

## 7. Service Delivery

*Contractor shall deliver Services as described below:*

### a. Outreach methods:

Contractor's MSO staff initiates contact with potential network providers through the Request for Applications (RFA) process, which is routinely posted for public access. Contractor's Network Development staff also follow up with new or newly-identified providers of services in the community through direct contact to determine if services offered would be of benefit to the network. Network Development engages in community outreach efforts such as fairs, community meetings, and group presentations promoting Contractor and the provider network. Contractor's Network Management staff encourages organizational providers to recruit and hire staff who can meet the diverse cultural and linguistic needs of the populations served through the SAMSO.

### b. Application process:

Each provider (organization or individual) completes an application online. Contractor processes and reviews the application for provider or organizational qualifications and experience. If the applicant provides complete information as required and is otherwise qualified, Contractor forwards the application to Contractor's legal counsel. Contractor's legal counsel creates the contract, and credentialing of the provider occurs simultaneously. Contractor credentials the provider network using National Committee for Quality Assurance (NCQA) standards and providers receive required training in delivering services using best practices. Contractor requires providers to take certain pre-service training, such as client's rights, confidentiality, safety care, care for culture, and service definition and billing training. Contractor requires providers to complete all training prior to delivery of services to individuals. Credentialing a provider entails background checks, education verification, work experience/qualifications, and verification of licensure (as applicable).

### c. Eligibility determination process:

In delivering the MSO program, Contractor utilizes ASAM Criteria to confirm and determine the appropriate level of care for the Eligible Client to receive substance use disorder services. Contractor requires the provider to complete an initial clinical assessment and submit an authorization request form with supporting clinical documentation for the requested level of care in which the individual will be served. The provider also submits an eligibility and consent form to allow exchange of information for continuity of care and to confirm eligibility requirements. These documents are reviewed by Contractor's Utilization Management (UM) staff who request additional information as needed and authorize or deny the request according to managed care guidelines.



*d. Service provision process:*

Contractor shall ensure that MSO staff is available Monday through Friday during normal business hours in person, telephonically or through video conferencing, except on Contractor's observed holiday closures, for support of contracting, credentialing, quality management, utilization management, claims processing, and ombudsman functions.

Contractor's staff also provide training to new providers, refresher training to providers who choose to renew their contracts and provide technical assistance as providers have questions or concerns related to service provision. If Contractor denies a provider's claim for payment, the provider has a right to appeal through Contractor's Ombudsman. Contractor makes attempts to resolve the denial informally, if possible. However, Contractor affords providers a first level appeal upon request. If Contractor does not overturn the decision, Contractor offers the provider a second level appeal that involves external providers, client representation, and Contractor's staff who were not involved in the initial decision.

Community members, including Eligible Clients, County personnel, and others, may share any concerns or complaints regarding Contractor's services, programs, staff, and network service providers to the Contractor's Ombudsman. This office accepts complaints Monday through Friday, 8:00 a.m. – 5:00 p.m. via email, telephone, or website. Contractor's Ombudsman will attempt to resolve the complaint, and if indicated, will complete an investigation.

*e. Duration of services:*

Contractor ensures that MSO services are available to the provider at all times while under contract as a network provider.

*f. Termination or discharge:*

Contractor discontinues MSO services once the provider terminates or declines to renew their network provider contract or the contract is terminated by the MSO, including, but not limited to, mutual termination, termination for cause due to breach in contract or client care issues. All proposed terminations are reviewed by Contractor's Contracts Review Committee and Contractor's legal counsel. Contractor ensures that all providers have the right to appeal the termination.

Contractor ensures that Eligible Clients are discharged from treatment by the service providers as indicated by their treatment protocols.

*g. Coordination and referrals:*

The Eligible Client seeks treatment directly from their provider of choice, or may be referred by Outreach, Screening, Assessment, and Referral Centers (OSAR) or other external service providers. If an Eligible Client currently in services continues to require ongoing substance use disorder treatment or support, UM will assist to coordinate those referrals as needed and as identified by the Eligible Client and their current provider.

Contractor is responsible for coordinating referrals for Eligible Clients between service providers on the continuum of care. Contractor performs the function through utilization review. Utilization Management may initiate referrals for treatment for Eligible Clients accessing other treatment resources that UM authorizes.

*h. Quality standards:*

Contractor ensures the MSO currently conducts annual contract monitoring activities that include credentialing, tracking provider compliance with billing guidelines, consumer complaints and rates of satisfaction. Contractor ensures the MSO collects eligibility, consent, and discharge data and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery. Contractor ensures the MSO also follows best practices as outlined by the Substance Abuse Mental Health Services Administration (SAMHSA) and the US Department of Health and Human Services. Some best practices include motivational interviewing; Screening, Brief Intervention, and Referral to Treatment (SBIRT); Medication-Assisted Treatment (MAT); and peer recovery

supports. The Contractor ensures providers are meeting quality standards through the collection of client surveys, credentialing, site visits, contract monitoring, and concerns shared with the Ombudsman.

*i. Services delivered under MSO by contracted providers:*

Contractor ensures the network providers offer substance use disorder treatment services including assessment, detox, residential, intensive outpatient, psychotherapy, and education/prevention. Contractor ensures the network providers also offer supportive non-treatment services such as transitional housing and peer recovery coaching.

## **8. Service Accessibility**

*Contractor shall utilize the following accessibility strategies in delivering Services:*

*a. Home or community-based access:*

Contractor ensures MSO staff is available in person, by phone, video conference or by email to provide support to providers on the network Monday through Friday 8:00 a.m. - 5:00 p.m., except on Contractor's observed holiday closures. Contractor ensures the MSO staff complete site visits as part of their credentialing and monitoring process.

As part of the contracting process, Contractor asks providers to indicate the geographic area of the county they intend to serve. Contractor ensures the MSO strives to maintain a provider network that is robust and diverse in its ability to provide accessible community-based services based upon individualized needs.

*b. Hours of access:*

Contractor ensures MSO staff is available during business hours Monday through Friday 8:00 a.m. - 5:00 p.m., except on Contractor's observed holiday closures. Depending on the service required, Contractor ensures the UM department is able to expeditiously link and authorize the Eligible Client for services meeting their level of acuity based on medical necessity twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.

Contractor ensures access to services that meet the Eligible Client's needs by recruiting providers with a range of available hours including evenings and weekends. Contractor ensures network contract service providers will set appointments according to the Eligible Client's preference and specifications for both in office or community-based services.

*c. Geographical access outside the City of Austin:*

By contract, Contractor ensures the MSO network providers deliver services for residents of Travis County, both within the City of Austin and surrounding suburbs within the limits of Travis County. While the providers may be headquartered outside of Travis County, Contractor ensures they are willing to provide services within Travis County and/or to Travis County residents. Contractor ensures the MSO will continue to develop its capacity to identify service providers for the outlying areas of the County (such as the far northwest area of the County, including Lakeway, Lake Travis, and Jonestown).

*d. Cultural competence:*

Contractor ensures MSO staff complete cultural competency training and are expected to perform their duties in a culturally competent manner.

The MSO has an online cultural competency training program for network provider education. Contractor ensures the providers deliver services in a culturally competent manner. Contractor ensures contracted providers complete cultural competency training and implementation of person-centered or family-centered plans. Contractor ensures this planning process is completed in a trauma informed manner and includes the cultural aspects that are important when engaging with children/adolescents, individuals, and families.

e. *Linguistic access for non-English speakers:*

Contractor has a language access plan, which includes an organizational assessment as part of the plan and an “I speak” campaign describing an individual client’s rights to appropriate linguistic services, website accessibility, and accessibility to clinical forms in their preferred language. Contractor’s website is translated into five (5) major languages represented in this geographical area.

Contractor screens provider applicants for the linguistic accommodations that are available to Eligible Clients. Contractor ensures the MSO staff arrange for applicants to be tested for language competence in person and through Language Line. Contractor ensures the MSO endeavors to recruit network providers with the ability to provide services to non-English speakers.

f. *Communication access (such as hearing or visual impairment, literacy limitations, etc.):*

Contractor ensures the MSO uses the available agency resources and tools for both translation and interpretation services as needed when working with current and potential network providers.

By contract, Contractor ensures network providers accommodate the language needs of Eligible Clients. In most cases, if provider agencies do not have bilingual staff, they are accessing the Language Line services.

## 9. Program Staffing

*The Contractor shall maintain staffing for Services in the manner described below. If position is currently vacant or new, indicate anticipated date by which staff will be hired:*

*This is staffing for all contracts engaged in on behalf of Contractor, which includes the Contract.*

Position Title	No. of Positions	Minimum Qualifications	Brief Description of Duties	Anticipated date for hiring, if vacant
Provider Network and Authority Officer	1	Master’s Degree in Social Services or related field; 5 years management experience	Administrative supervision of network development and authority functions	N/A
Utilization Management	7.5	RN, RN-APN, PA, LCSW, LPC, or LMFT licensed in the state of Texas. Also required at least five (5) years’ experience in direct care of persons with a serious mental illness.	Complete utilization review related to clinical/medical necessity and eligibility criteria	N/A
Claims Manager	2	High School; three (3) years’ experience in processing insurance/hospital claims	Support and processing of provider claims submitted for payment of services rendered to individuals served	N/A
Contract Manager	2	Bachelor’s degree and five (5) years’ experience in community-based service delivery	Contracts with providers to gain and maintain network provider access	N/A
Contract Monitor	1	Master’s Degree in Human Services or LPHA, three (3) years’ experience in behavioral health	Monitors provider compliance with the contract and provides education, training, and support for contracted service delivery	N/A
Credentialing Coordinator/Specialist	2	Bachelor’s degree; certified credentialing; one to two (1-2) years’ health care background	Credentials provider staff to ensure the safe care of individuals receiving services from network providers	N/A
Ombudsman/Peer	2	Ombudsman – LPHA and six (6) years’ experience in health care  Peer – Lived experienced in recovery	Handles concerns and complaints made by individuals served, or related to the safe care of individuals served	N/A
Quality Management	4	Bachelor’s degree; five (5) years’ experience in data management, quality management	Provides data on outcome measures related to improvement of individuals served	N/A
Data Entry	2.5	Graduation from a standard senior high school or equivalent is generally preferred.	Support above functions related to computer entries	N/A



		Three (3) years of progressively responsible experience in general office administrative work is preferred. Education and experience may be substituted for one another.		
--	--	---	--	--

## 10. Performance Measures

*Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County in its reasonable judgement to achieve the following performance goals:*

### a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of unduplicated Eligible Clients served	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services who are not participating in DACC or PIR/FDTC	185	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
3. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services referred by DACC	65	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
4. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services referred by PIR/FDTC	20	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
5. Number of unduplicated Eligible Clients provided residential treatment	180	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
6. Number of unduplicated Eligible Clients provided outpatient treatment	95	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
7. Number of unduplicated Eligible Clients provided support services	50	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any output reporting exceptions if applicable:*

### b. Outcome Performance Measures:

Outcome Measure	Total Annual Goal	Quarters Reported*
1. a. Number of Eligible Clients who successfully complete substance use disorder treatment (numerator)	98	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of Eligible Clients discharged from substance use disorder treatment (denominator)	197	
c. Percentage of Eligible Clients who successfully complete substance use disorder treatment (rate)	50%	
2. a. Number of Eligible Clients linked to services, housing, or recovery supports upon discharge from substance use disorder treatment (numerator)	98	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of Eligible Clients discharged from substance use disorder treatment (denominator)	197	
c. Percentage of Eligible Clients linked to services, housing, or recovery supports upon discharge from substance use disorder treatment (rate)	50%	
3. a. Number of new providers contracted within 60 days of completed application (numerator)	2	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of new providers who complete an application (denominator)	3	
c. Percentage of new providers contracted within 60 days of completed application (rate)	67%	
4. a. Number of first level provider appeals resolved within 10 days of receipt (numerator)	3	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of first level provider appeals received (denominator)	4	
c. Percentage of first level provider appeals resolved within 10 days of receipt (rate)	75%	
5. a. Number of authorizations issued or denied within two days of request (numerator)	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of authorizations submitted (denominator)	300	
c. Percentage of authorizations issued or denied within two days of request (rate)	90%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any outcome reporting exceptions if applicable:*

c. *Deliverables:*

1. Network directory, produced quarterly but prefer an online directory that is updated in real time
2. Survey of the network providers to gather feedback regarding the performance of the network
3. Unduplicated Eligible Client demographic and zip code reporting, to be included in the quarterly performance report
4. Any and all special reports, data, and information which the County reasonably requests that Contractor make as a routine or special request

## **11. Program Evaluation**

*To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:*

Contractor ensures the MSO collects eligibility, consent, and discharge data concerning treatment episodes and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery.

Contractor ensures its Quality Management (QM) Program measures performance of processes that support care, and fosters systemic improvements based upon analysis of the data. Contractor uses analysis of trends, patterns, and performance levels to improve outcomes of Eligible Clients served. Contractor gives frequent, ongoing, data-driven feedback to network providers. In addition, Contractor ensures the QM Program uses quality improvement teams and projects that develop plans that focus on improving processes and outcomes in more specific areas, and which use the Plan-Do-Study-Act (PDSA) Performance Improvement Cycle model. Contractor ensures its Quality Leadership Team (QLT) identifies and addresses systemic barriers to performance; suggests new indicators to monitor important aspects of care; and establishes thresholds for evaluation.

Contractor ensures the MSO conducts annual contract monitoring activities that include: credentialing, tracking provider compliance with billing guidelines, Eligible Client complaints and rates of satisfaction. The Contractor will complete a SAMSO Performance Report on a quarterly basis to ensure performance goals are being met. Contractor will pull data for the SAMSO Performance Report from various databases including electronic health record, Credentialing Software, an electronic forms tool, and the Provider Tracking Sheet. Contractor will collect these demographics to evaluate diversity of Eligible Clients served: gender, race, ethnicity, age, and zip code of residence. Contractor, the County and the City will collaborate to report on specialized populations served as needed for community-wide planning purposes.

## **12. Community Planning**

*Contractor shall make a good faith effort to participate in relevant community planning activities, and align with relevant community plans, as follows:*

a. *Community planning group participation:*

- Psychiatric Stakeholder Committee (PSC)
- CAN Steering Committee
- Behavioral Health and Criminal Justice Advisory Committee (BHCJAC)
- Community Health Assessment/Community Health Improvement Plan (CHA/CHIP) Community One Voice Public Policy Committee, Substance Use Disorder planning led by Travis County
- Brain Health Planning Group
- Travis County Youth Substance Abuse Prevention Coalition,
- Outreach, Screening, Assessment and Referral (OSAR)
- Austin ROSC
- Austin Area Opioid Work Group.

b. *Community plan or equivalent means of orienting to community needs and goals:*

- Plan to End Homelessness—Homeless Services Strategy



- Kids Living Well
- Travis County Plan for Substance Use Disorder 2015
- Texas Statewide Behavioral Health Strategic Plan 2017-2021
- Contractor's Strategic Plan 2020-2021

*For County staff use only:*

Date range of five year issue area cycle:	FY 2019 – FY 2023
Date of initial Contract start:	October 1, 2018
Date work statement revised (if applicable):	July 25, 2019
Date work statement revised (if applicable):	July 2, 2020
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	

**EXHIBIT 1**

**Addendum 1 to Attachment A**

**FY'21 City of Austin Downtown Austin Community Court Performance Measures**



# Addendum 1 to Attachment A

## FY'21 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTPUTS

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Output #1</b>	<b>Number of Unduplicated Eligible Clients Served per quarter</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	37	61	98
2nd - Jan - Mar	30	60	90
3rd - Apr - Jun	30	60	90
4th - Jul - Sept	30	60	90
<b>YTD Total</b>	<b>127</b>	<b>241</b>	<b>368</b>

<b>Output #2</b>	<b>Number of Eligible Clients Who Received Residential Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	14	0	14
2nd - Jan - Mar	11	0	11
3rd - Apr - Jun	11	0	11
4th - Jul - Sept	10	0	10
<b>YTD Total</b>	<b>46</b>	<b>0</b>	<b>46</b>

<b>Output #3</b>	<b>Number of Eligible Clients Who Received Detox Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	2	0	2
2nd - Jan - Mar	2	0	2
3rd - Apr - Jun	2	0	2
4th - Jul - Sept	2	0	2
<b>YTD Total</b>	<b>8</b>	<b>0</b>	<b>8</b>

<b>Output #4</b>	<b>Number of Eligible Clients Who Received Transitional Housing</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	5	0	5
2nd - Jan - Mar	3	0	3
3rd - Apr - Jun	3	0	3
4th - Jul - Sept	3	0	3
<b>YTD Total</b>	<b>14</b>	<b>0</b>	<b>14</b>



**FY'21 City of Austin  
Downtown Austin  
Community Court Performance Measures  
PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Outcome #1</b>	<b>Percentage of Eligible Clients Who Successfully Completed Residential Treatment Services</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Who Successfully Completed Residential Treatment Services</b>		
<b>Denominator</b>	<b>Number of Eligible Clients Who Discharged From Residential Treatment Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	6	11	54.55%
2nd - Jan - Mar	6	12	50.00%
3rd - Apr - Jun	6	11	54.55%
4th - Jul - Sept	6	12	50.00%
<b>YTD Total</b>	24	46	52.17%

<b>Outcome #2</b>	<b>Percentage of Eligible Clients Who Successfully Completed Detox Services</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Who Successfully Completed Detox Services</b>		
<b>Denominator</b>	<b>Number of Eligible Clients who Discharged From Detox Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
<b>YTD Total</b>	7	14	50.00%





**FY'21 City of Austin  
Downtown Austin  
Community Court Performance Measures  
PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Outcome #3</b>	<b>Percentage of Eligible Clients Who Successfully Completed Transitional Housing</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Who Successfully Completed Transitional Housing</b>		
<b>Denominator</b>	<b>Number of Eligible Clients Who Exited Transitional Housing</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
<b>YTD Total</b>	7	14	50.00%

<b>Outcome #4</b>	<b>Percentage of Eligible Clients Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment</b>		
<b>Numerator</b>	<b>Number of Eligible Clients Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment</b>		
<b>Denominator</b>	<b>Number of Eligible Clients Discharged From Substance Use Disorder Treatment</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	2	7	28.57%
2nd - Jan - Mar	3	8	37.50%
3rd - Apr - Jun	2	8	25.00%
4th - Jul - Sept	3	8	37.50%
<b>YTD Total</b>	10	31	32.26%



**FY'21 City of Austin  
Downtown Austin  
Community Court Performance Measures  
PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2020-09/30/2021

<b>Outcome #5</b>	<b>Percent of Eligible Clients who report satisfaction of services provided</b>		
<b>Numerator</b>	<b>Number of Eligible Clients who report satisfaction of services provided</b>		
<b>Denominator</b>	<b>Number of Eligible Clients surveyed for satisfaction of services provided</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	9	9	100.00%
<b>2nd - Jan - Mar</b>	9	10	90.00%
<b>3rd - Apr - Jun</b>	9	9	100.00%
<b>4th - Jul - Sept</b>	9	10	90.00%
<b>YTD Total</b>	36	38	94.74%

**EXHIBIT 1**

**Addendum 2 to Attachment A**

**FY'21 Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for  
Opioid Addiction**

## Addendum 2 FY'21 Program Work Statement and Performance Measures

### Medication-Assisted Treatment (MAT) for Opioid Addiction

#### 1. Program Information

MAT for Opioid Addiction

#### 2. Service Description

Integral Care shall continue collaboration on a MAT program focused on treating the increased prevalence of opioid addiction in Travis County. This program allows for medical consultation, access to medication for treatment of opioid addiction, and participation in recovery supports and treatment, and focuses on high-risk individuals who do not have qualifying insurance to cover MAT.

Integral Care collaborates with various SAMSO providers and CommUnityCare to provide opioid addiction treatment intervention. Integral Care utilizes various SAMSO partners and CommUnityCare to screen and enroll individuals in MAT treatment. Integral Care shall ensure through their collaborations that Eligible Clients with opioid addiction are prescribed MAT, when clinically indicated, and linked to treatment and recovery supports. If an Eligible Client is utilizing this funding while on a waitlist for an Integral Care MAT program, the Eligible Client must remain in services with the provider and seamlessly transition into Integral Care services.

The objectives of the MAT program are:

- Increase access to MAT: Agonists (e.g., Methadone and buprenorphine); Antagonists (e.g., Naltrexone and Naloxone); Other (e.g., Gabapentin);
- Increase the number of Eligible Clients who can access MAT treatment for their opioid addiction who do not have insurance and/or financial resources;
- Improve opioid addiction outcomes for Eligible Clients; and
- Increase sustained recovery for Eligible Clients with opioid addiction.

#### 3. Target Population

This Contract currently serves high-risk participants who do not have an alternative funding source for Substance Use Disorder (SUD) treatment, which include but are not limited to individuals experiencing homelessness, mental health challenges as a co-occurring diagnosis, or involvement in the criminal justice system; women who are pregnant or parenting; individuals at-risk for contracting HIV or who are already HIV-infected; and parents involved with Child Protective Services. Integral Care shall ensure that this program targets high-risk individuals, without adequate insurance coverage or resources, who would benefit from the comprehensive approach of MAT and treatment and recovery supports.

#### 4. Performance Measures

##### a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of Eligible Clients receiving MAT	50	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of Eligible Clients who completed intervention	30	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

##### b. Outcome Performance Measures:



Outcome Measure			Total Annual Goal	Quarters Reported*
1.	a.	Number of Eligible Clients who self-report abstinence or decrease in use (numerator)	14	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b.	Total number of Eligible Clients surveyed prior to discharge (denominator)	18	
	c.	Percentage of Eligible Clients who self-report abstinence or decrease in use (rate)	78%	
2.	a.	Number of Eligible Clients who participate in wellness services (numerator)	31	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b.	Total number of Eligible Clients receiving MAT (denominator)	50	
	c.	Percentage of Eligible Clients receiving MAT who participate in wellness services (rate)	62%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

**EXHIBIT 1**

**ATTACHMENT B**

**FY'21 Budget**

**ATTACHMENT B**  
**FY'21 BUDGET**  
**October 1, 2020 - September 30, 2021**  
**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC))                      \$    672,000  
(October 1, 2020 – September 30, 2021)

TRAVIS COUNTY (General Fund)    \$   1,073,799  
(October 1, 2020 – September 30, 2021)

SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court)        \$    218,610  
(September 30, 2020 – September 29, 2021)

TRAVIS COUNTY (Medication-Assisted Treatment - MAT)                        \$      75,000  
(October 1, 2020 – September 30, 2021)

---

**TOTAL FUNDS    \$   2,039,409**

DISTRIBUTION (City of Austin DACC and Travis County General Fund):

**I. High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**

MSO Fee.....12% of direct service amount  
Maximum.....\$187,050

DIRECT SERVICES (through Providers)  
Maximum: .....\$1,558,749

**(Integral Care will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'21 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)**

Youth Services. \$15,000 of Travis County's \$1,073,799 can be used for youth services.

**II. Parenting in Recovery Target Population (SAMHSA FY'21 Grant Funds)**

MSO Fee.....5 % of Direct Services Amount  
Maximum.....\$10,410

DIRECT SERVICES (through Providers)  
Maximum: .....\$208,200

The Parenting in Recovery SAMHSA grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2020 through September 29, 2021.

(Integral Care will calculate the MSO Fee as .05 of the amount billed for this funding source's direct services each month during the FY'21 Renewal term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

### III. Medication-Assisted Treatment (MAT) Target Population

DIRECT SERVICES (through Providers)

Maximum: .....\$75,000

The Target Population is high-risk individuals who do not have qualifying insurance to cover MAT treatment. There is not an MSO Fee associated with the MAT funding.

#### 1. *Maximum Total Contract Funds – FY'21 Renewal Term*

A total amount of \$2,039,409 ("Contract Funds") is available during the FY'21 Renewal Term (October 1, 2020 – September 30, 2021). All payments are contingent upon Integral Care's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

##### *a. Contract Funds – Network Service Providers*

Network Providers. Integral Care will negotiate contracts with fee-for-service rates with community-based Network service providers for the FY'21 Renewal Term. Costs of Services provided by those providers will be paid for by Integral Care using grant and non-grant direct service Contract Funds in an amount not to exceed the amount shown above in the FY'21 Budget for Contract Funds (up to \$1,841,949). Integral Care agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable terms of this Agreement, including the Program Work Statement and Performance Measures attached as Attachment A. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by City and County for services funded by Contract Funds.

##### *Request for Payment and Status of Funds*

Request for Payment: Per the terms and conditions of the Agreement, Integral Care will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the City Department or County Department, as applicable, within twenty (20) days of the end of each month in which direct services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per the applicable specifications of the City Department or County Department, as applicable, direct services provided to Eligible Clients and associated costs. The Request for Payment will distinguish Eligible Clients served according to the target populations listed in the chart below.

Target Population Obligations: During the FY'21 Renewal Term, Integral Care will provide documentation with each monthly Request for Payment showing the amount expended for direct services provided to each Target Population. Integral Care will cooperate with the City Department or County Department, as applicable, throughout the FY'21 Renewal Term in allocating City and County Contract Funds for designated Target Populations, as required by City and County.

##### *b. Fee-for-Service Rates*

Provider Rates: During the FY'21 Renewal Term, all service providers will be reimbursed (for direct services delivered to Eligible Clients from October 1, 2020, through September 30, 2021) on a fee-for-service payment arrangement, based on approved claims for direct services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Parties. Rates may need to be adjusted at times, contingent upon written approval of the Parties, based on market and cost factors and as recommended by Integral Care and approved in advance by City Department and County Department.



**Rate Setting:** With respect to rate-setting in general under the Agreement, Integral Care will assist providers with rate development with all rates subject to prior City Department's and County Department's approval. Integral Care will submit all rate requests (e.g. for new direct services, new providers, and/or rate changes) to the City Department and County Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Integral Care must be fully negotiated with the provider and submitted to the City Department and County Department for approval in a timely manner so that City Department and County Department have sufficient time to review the request and determine whether or not it will be approved.

**Youth Services:** Integral Care can use \$15,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

***c. Service Estimates and Network Expansion***

**Service Estimates:** A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'21 Renewal Term is shown below. Integral Care will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting and will notify the City Department and County Department in writing within thirty (30) days of making any such adjustment. Either the City Department or County Department may, at any time, request a review of such adjustments, and Integral Care will work with the applicable requestor if the applicable requestor determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional direct services from current Network providers and, contingent upon prior City Department's and County Department's approval, for exceptional referrals for needed direct services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'21**

<b>Target Population</b>	<b>Amount</b>
At Risk Adults	\$939,749
DACC	\$600,000
Youth Treatment Services	\$15,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
SAMHSA PIR/FDTC	\$208,200
Medication-Assisted Treatment (MAT)	\$75,000
<b>TOTAL</b>	<b>\$1,841,949</b>

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by INTEGRAL CARE during the FY'21 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'21 Renewal Term.

**Network Expansion:** The need for service Network expansion will be evaluated by Integral Care on an ongoing basis in order to ensure adequate service capacity, access to services, and availability of the continuum of services required by City and County for Eligible Clients under the Agreement. If Integral Care determines that a service expansion is required during the FY'21 Renewal Term, Integral Care will promptly submit written recommendations to the City Department and County Department and obtain City Department's and County Department's approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY,  
THE CITY OF AUSTIN AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A  
INTEGRAL CARE FOR  
SUBSTANCE ABUSE MANAGED SERVICES ORGANIZATION ("SAMSO") SERVICES**

This Amendment ("Amendment") of the Interlocal Cooperation Agreement ("Agreement") for the provision of substance abuse managed services organization is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas, and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care ("Contractor" or "Integral Care"), the local mental health authority and local intellectual and developmental disability authority designated by the State of Texas for Travis County and the incorporated municipalities therein, and a community center, pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes (each a "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into the Agreement effective January 1, 2006 to provide substance use disorder managed services organization services for indigent residents and other eligible clients. The Agreement has been amended and renewed multiple times with its most recent term ending September 30, 2020; and

WHEREAS, Section 2.2.1 of the Agreement provides for automatic renewal of the Agreement; and Section 3.1 of the Agreement provides for amendment of the Agreement by the written agreement of the Parties; and

WHEREAS, the Parties now desire to amend the Agreement to reflect mutually agreed upon changes in the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**1.0 AMENDMENT**

1.1 The Parties agree to amend the Agreement by deleting Attachment B entitled "FY'20 Budget" and replacing it with Attachment B-1, entitled, "Amended FY'20 Budget."

1.2 The Parties agree to amend Section 5.1 of the Agreement by deleting it in its entirety and replacing it to read as follows:

**FUNDING SOURCES:**

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2019 – September 30, 2020)	\$ 672,000
TRAVIS COUNTY (General Fund) (October 1, 2019 – September 30, 2020)	\$ 1,073,799
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2019 – September 29, 2020)	\$ 238,988
TRAVIS COUNTY (Medication Assisted Treatment - MAT) (October 1, 2019 – September 30, 2020)	\$ 75,000

---

**TOTAL FUNDS \$ 2,059,787**

1.3 The Parties agree to amend Addendum 1 to Attachment A, entitled "FY'20 Downtown Austin Community Court Performance Measures" by deleting it in its entirety and replacing it with the attached Addendum 1 to Attachment A-1, entitled "Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures - Outcomes."

All other attachments and terms not amended under this Section 1.0 shall remain in full force and effect. The attachments referred to in this Section 1.0 are included in this Amendment as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performances by Contractor in accordance with the terms of the Agreement, as amended.

## **2.0 INCORPORATION**

2.1 The Parties hereby incorporate the Agreement, as amended, into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties with respect to the subject matter as described in the Agreement, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## **3.0 EFFECTIVE DATE**

3.1 This Amendment is effective July 1, 2020 when it is approved and signed by the Parties. The Agreement, as amended, shall remain in full force and effect, being hereby ratified, approved and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

**[Signature Page to Follow]**

TRAVIS COUNTY

By: Samuel T. Biscoe

Samuel T. Biscoe  
County Judge

Date: JUL 28 2020

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A  
INTEGRAL CARE

By: [Signature]  
Its Duly Authorized Agent

Printed Name: David Evans

Title: CEO

Date: 7/7/2020

CITY OF AUSTIN

By: [Signature]  
Its Duly Authorized Agent

Printed Name: Rey Arellano

Title: Assistant City Manager

Date: 07/08/2020



**EXHIBIT 1**

**ATTACHMENT B-1**

**Amended FY'20 Budget**

**ATTACHMENT B - 1**  
**AMENDED FY'20 BUDGET**  
**October 1, 2019 - September 30, 2020**  
**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC))                      \$    672,000  
(October 1, 2019 – September 30, 2020)

TRAVIS COUNTY (General Fund)    \$   1,073,799  
(October 1, 2019 – September 30, 2020)

SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court)        \$    238,988  
(September 30, 2019 – September 29, 2020)

TRAVIS COUNTY (Medication-Assisted Treatment - MAT)                      \$      75,000  
(October 1, 2019 – September 30, 2020)

---

**TOTAL FUNDS    \$   2,059,787**

DISTRIBUTION (City of Austin DACC and Travis County General Fund):

**I. High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**

MSO Fee.....12% of direct service amount  
Maximum..... \$187,050

DIRECT SERVICES (through Providers)  
Maximum: .....\$1,558,749

(Integral Care will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'20 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

Youth Services. \$15,000 of Travis County's \$1,073,799 can be used for youth services.

**II. Parenting In Recovery Target Population (SAMHSA FY'20 Grant Funds)**

MSO Fee.....5 % of Direct Services Amount  
Maximum.....\$11,380

DIRECT SERVICES (through Providers)  
Maximum: .....\$227,608

The Parenting in Recovery SAMHSA grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2019 through September 29, 2020.



(Integral Care will calculate the MSO Fee as .05 of the amount billed for this funding source's direct services each month during the FY'20 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

### III. Medication-Assisted Treatment (MAT) Target Population

DIRECT SERVICES (through Providers)

Maximum: .....\$75,000

The Target Population is high-risk individuals who do not have qualifying insurance to cover MAT treatment. There is not an MSO Fee associated with the MAT funding.

#### 1. *Maximum Total Contract Funds – FY'20 Renewal Term*

A total amount of \$2,059,787 ("Contract Funds") is available during the FY'20 Renewal Term (October 1, 2019 – September 30, 2020). All payments are contingent upon Integral Care's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

##### *a. Contract Funds – Network Service Providers*

Network Providers. Integral Care will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY'20 Renewal Term. Costs of Services provided by those providers will be paid for by Integral Care using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the Amended FY'20 Budget for Contract Funds (up to \$2,059,787). Integral Care agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by City and County for services funded by Contract Funds.

##### *Request for Payment and Status of Funds*

Request for Payment: Per the terms and conditions of the Agreement, Integral Care will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish Eligible Clients served according to the target populations listed in the chart below.

Target Population Obligations: During the FY'20 Renewal Term, Integral Care will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each Target Population. Integral Care will cooperate with Department throughout the FY'20 Renewal Term in allocating City and County Contract Funds for designated Target Populations, as required by City and County.

##### *b. Fee-for-Service Rates*

Provider Rates: During the FY'20 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2019, through September 30, 2020) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and Integral Care. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by Integral Care and approved in advance by Department.



**Rate Setting:** With respect to rate-setting in general under the Agreement, Integral Care will assist providers with rate development with all rates subject to prior Department approval. Integral Care will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Integral Care must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that Department has sufficient time to review the request and determine whether or not it will be approved.

**Youth Services:** Integral Care can use \$15,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

**c. Service Estimates and Network Expansion**

**Service Estimates:** A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'20 Renewal Term is shown below. Integral Care will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within thirty (30) days of making any such adjustment. Department may, at any time, request a review of such adjustments, and Integral Care will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'20**

Target Population	Amount
At Risk Adults	\$939,749
DACC	\$600,000
Youth Treatment Services	\$15,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
SAMHSA PIR/FDTC	\$227,608
Medication-Assisted Treatment (MAT)	\$75,000
TOTAL	\$1,861,357

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by INTEGRAL CARE during the FY'20 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'20 Renewal Term.

**Network Expansion:** The need for service Network expansion will be evaluated by Integral Care on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If Integral Care determines that a service expansion is required during the FY'20 Renewal Term, Integral Care will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.



**EXHIBIT 1**

**ADDENDUM 1 TO ATTACHMENT A-1**

**Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures**



## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTPUTS

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	37	61	98
2nd - Jan - Mar	30	60	90
3rd - Apr - Jun	30	60	90
4th - Jul - Sept	30	60	90
YTD Total	127	241	368

Output #2	Number of Clients Who Received Residential Services		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	14	0	14
2nd - Jan - Mar	11	0	11
3rd - Apr - Jun	11	0	11
4th - Jul - Sept	10	0	10
YTD Total	46	0	46

Output #3	Number of Clients Who Received Detox Services		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	2	0	2
2nd - Jan - Mar	2	0	2
3rd - Apr - Jun	2	0	2
4th - Jul - Sept	2	0	2
YTD Total	8	0	8

Output #4	Number of Clients Who Received Transitional Housing		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Oct - Dec	5	0	5
2nd - Jan - Mar	3	0	3
3rd - Apr - Jun	3	0	3
4th - Jul - Sept	3	0	3
YTD Total	14	0	14





## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTCOMES

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Outcome #1	Percentage of Clients Who Successfully Completed Residential Treatment Services		
Numerator	Number of Clients Who Successfully Completed Residential Treatment Services		
Denominator	Number of Clients Who Discharged From Residential Treatment Services		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	6	11	54.55%
2nd - Jan - Mar	6	12	50.00%
3rd - Apr - Jun	6	11	54.55%
4th - Jul - Sept	6	12	50.00%
YTD Total	24	46	52.17%

Outcome #2	Percentage of Clients Who Successfully Completed Detox Services		
Numerator	Number of Clients Who Successfully Completed Detox Services		
Denominator	Number of Clients who Discharged From Detox Services		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
YTD Total	7	14	50.00%





## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTCOMES

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Outcome #3	Percentage of clients Who Successfully Completed Transitional Housing		
Numerator	Number of Clients Who Successfully Completed Transitional Housing		
Denominator	Number of Clients Who Exited Transitional Housing		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	2	4	50.00%
3rd - Apr - Jun	2	4	50.00%
4th - Jul - Sept	2	4	50.00%
YTD Total	7	14	50.00%

Outcome #4	Percentage of Individuals Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment		
Numerator	Number of Individuals Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment		
Denominator	Number of Individuals Discharged From Substance Use Disorder Treatment		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	2	7	28.57%
2nd - Jan - Mar	3	8	37.50%
3rd - Apr - Jun	2	8	25.00%
4th - Jul - Sept	3	8	37.50%
YTD Total	10	31	32.26%





## Amended FY'20 City of Austin Downtown Austin Community Court Performance Measures

### PERFORMANCE MEASURES - OUTCOMES

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Outcome #5	Percent of clients who report satisfaction of services provided		
Numerator	Number of clients who report satisfaction of services provided		
Denominator	Number of clients surveyed for satisfaction of services provided		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	9	9	100.00%
2nd - Jan - Mar	9	10	90.00%
3rd - Apr - Jun	9	9	100.00%
4th - Jul - Sept	9	10	90.00%
YTD Total	36	38	94.74%

**2020 RENEWAL AND AMENDMENT OF INTERLOCAL  
COOPERATION AGREEMENT AMONG TRAVIS COUNTY, THE CITY OF  
AUSTIN, AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL  
RETARDATION CENTER D/B/A INTEGRAL CARE FOR SUBSTANCE ABUSE  
MANAGED SERVICES ORGANIZATION ("SAMSO") SERVICES**

This 2020 Renewal and Amendment ("2020 Renewal and Amendment") of the Interlocal Cooperation Agreement for the provision of substance abuse managed services organization ("SAMSO") services (the "Agreement") is entered into among the following parties (each, a "Party" and, collectively, the "Parties"): Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"); and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care ("Contractor" or "Integral Care") a community center and the local mental health and intellectual/developmental disabilities authority designated by the State of Texas for Travis County and the incorporated municipalities therein, pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement effective January 1, 2006 to provide substance use disorder managed services organization services for indigent residents and other eligible clients. The Agreement has been amended and renewed multiple times with its most recent term ending September 30, 2019; and

**WHEREAS**, Section 2.2.1 of the Agreement provides for automatic renewal and Section 3.1 of the Agreement provides for amendment of the Agreement by the written agreement of the Parties; and

**WHEREAS**, the Parties desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement; and

**WHEREAS**, the Parties attempted to make certain modifications of the Agreement that were to have been effective June 1, 2019 (the "June 2019 Modification"), but the June 2019 Modification was inadvertently not presented to the City for signature; and

**WHEREAS**, the Parties desire to incorporate the amendments of the June 2019 Modification into this 2020 Renewal and Amendment;

**NOW, THEREFORE**, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**1.0 GENERAL TERMS**

**1.1 June 2019 Modification.**

1.1.1 The Parties agree that effective June 1, 2019, Section 5.1 of the Agreement is hereby deleted and replaced to read as follows:

5.1 **Contract Funds Amount.** During each Contract Term, County and City will make available for payment to Contractor for the services provided under the terms of this Contract, the Contract Funds, referenced in Attachment B, entitled "Amended FY19 Program Budget," in an amount not to exceed:



FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2018 – September 30, 2019)	\$ <u>392,000</u>
TRAVIS COUNTY (General Fund) (October 1, 2018 – September 30, 2019)	\$ <u>1,073,799</u>
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2018 – September 29, 2019)	\$ <u>253,129</u>
TRAVIS COUNTY Medication Assisted Treatment - MAT (October 1, 2018 – September 30, 2019)	\$ <u>75,000</u>

---

**TOTAL FUNDS      \$ 1,793,928**

1.1.2 The Parties agree that effective June 1, 2019, Attachment B, entitled “FY’19 Budget” is hereby deleted in its entirety and replaced with the attached, Attachment B, entitled “Amended FY19 Program Budget.”

1.2 Fiscal Year 2020 Modification.

1.2.1 The Parties agree that effective October 1, 2019, Section 5.1 of the Agreement is hereby deleted and replaced to read as follows:

5.1 Contract Funds Amount. During each Contract Term, County and City will make available for payment to Contractor for the services provided under the terms of this Contract, the Contract Funds, referenced in Attachment B, entitled “FY20 Program Budget,” in an amount not to exceed:

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2019 – September 30, 2020)	\$ <u>392,000</u>
TRAVIS COUNTY (General Fund) (October 1, 2019 – September 30, 2020)	\$ <u>1,073,799</u>
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2019 – September 29, 2020)	\$ <u>218,610</u>
TRAVIS COUNTY Medication Assisted Treatment - MAT (October 1, 2019 – September 30, 2020)	\$ <u>75,000</u>

---

**TOTAL FUNDS      \$ 1,759,409**

1.2.2 The Parties agree that effective October 1, 2019, Attachment A, entitled “Program Work Statement and Performance Measures” is hereby deleted in its entirety and

replaced with the attached, Attachment A, entitled “FY20 Program Work Statement and Performance Measures.”

1.2.3 The Parties agree that effective October 1, 2019, Addendum 1 to Attachment A, entitled “Downtown Austin Community Court Performance Measures” is hereby deleted in its entirety and replaced with the attached Addendum 1, entitled “FY20 Downtown Austin Community Court Performance Measures.”

1.2.4 The Parties agree that effective October 1, 2019, Addendum 2 to Attachment A, entitled “Medication Assisted Treatment (MAT) for Opioid Addiction” is hereby deleted in its entirety and replaced with the attached Addendum 2, entitled “FY20 Medication Assisted Treatment (MAT) for Opioid Addiction.”

1.2.5 The Parties agree that effective October 1, 2019, Attachment B, entitled “Amended FY19 Program Budget” is hereby deleted in its entirety and replaced with the attached, Attachment B, entitled “FY20 Program Budget.”

1.3 Ratification. The Parties agree to ratify continuation of the Parties’ rights and obligations under the Agreement from October 1, 2019, until execution by all Parties of this 2020 Renewal and Amendment.

## **2.0 INCORPORATION**

County, City, and Integral Care hereby incorporate this 2020 Renewal and Amendment into the Agreement. Except for the changes made in this 2020 Renewal and Amendment, County, City, and Integral Care hereby ratify all the terms and conditions of the Agreement as amended above. The Agreement with the changes made in this Amendment both constitutes the entire agreement among the Parties with respect to the subject matter described herein, and supersedes any prior undertaking or written or oral agreements or representations among the Parties, with regard to substance use disorder managed services organization services.

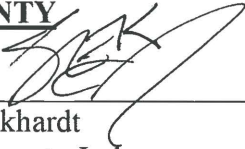
## **3.0 EFFECTIVE DATE**

This 2020 Renewal and Amendment shall be effective October 1, 2019, except for those provisions stated in Sections 1.1.1 and 1.1.2 of this Agreement, which shall be effective on June 1, 2019 following approval by each Party's governing body, to the extent such approval is required, and signature by an authorized representative of each Party.


**[Signature Page to Follow]**




**TRAVIS COUNTY**

BY:   
Sarah Eckhardt  
Travis County Judge  
Date: JAN 07 2020

**CITY OF AUSTIN**

BY:   
Authorized Representative  
Printed  
Name: REY ARELLANO  
Title: ASSISTANT CITY MANAGER  
Date: 12/9/2019

**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION  
CENTER D/BA INTEGRAL CARE**

BY:   
Authorized Representative  
Printed  
Name: David Evans  
Title: CEO  
Date: 11.26.19

**ATTACHMENT A**  
**PROGRAM WORK STATEMENT AND PERFORMANCE MEASURES**

**1. Program Information**

*Legal agency name and program name:*

- a. Agency name: Integral Care ("Contractor")
- b. Program name: Substance Abuse Managed Services Organization ("Program" or "SAMSO")

**2. Issue Area:** Behavioral Health

**3. Service Type**

*Service type(s) utilized in the Program ("Services"):*

Managed Services Organization for Substance Use Disorders ("MSO")—Functions include:

- Development and management of behavioral health support and provider network services
- Credentialing
- Resource Development and Allocation
- Quality Management
- Utilization Management
- Claims Management and Adjudication
- Ombudsman

**4. Program Goals**

*Contractor shall meet the following program goals:*

- a. *Brief description of the Program's purpose and the goals of the Services:*

The Travis County Plan for Substance Use Disorders was completed in September 2015 and included the following guidance, which were used to develop program goals:

- Expand provider network to increase access to high quality services across the service treatment continuum
- Provide individualized services to populations that have significant barriers and challenges accessing services (such as criminal justice and/or child welfare involved, those experiencing homelessness and/or mental illness)
- Connect individuals to the appropriate level of treatment, with a goal of diversion from more expensive services when not clinically indicated
- Incorporate best practices, including recovery-oriented supports

- b. *Travis County goal(s) that the Program will address:*

- ☒ Promote identification of behavioral health disorders and early access to treatment
- ☒ Alleviate or heal symptoms of a behavioral health disorder
- ☒ Enhance resiliency by empowering individuals to manage their own treatment needs and symptoms
- ☒ Collaborate and link with community resources on behalf of those seeking services

**5. Target Population**

*Contractor shall target Services to the following target population(s) in Travis County:*

Any Travis County resident who is in need of substance use disorder treatment based on the American Society of Addiction Medicine (ASAM) Criteria for level of care determination. Within these individuals, there is a particular focus on individuals who are:

- Experiencing homelessness
- Experiencing mental health challenge as a co-occurring diagnosis
- Involved in the criminal justice system
- Women who are pregnant or parenting

- At-risk for contracting HIV or who are already HIV-infected
- Parents involved with Child Protective Services

This Contract also supports two (2) community-based specialty drug courts: the Downtown Austin Community Court (DACC) and the Parenting In Recovery / Family Drug Treatment Court (PIR/FDTC).

## 6. Client Eligibility

*Contractor shall apply the following eligibility criteria to potential Eligible Clients in order to receive Services in the Program:*

Eligibility Requirement	Description of Criteria	Verification Method
Federal Poverty Income Guidelines	Individual must be at or below 200% of Federal Poverty Income Guidelines	Eligibility and Consent Form (ECF) completed by individual submitted to Managed Services Organization (MSO) staff from provider of services
Travis County resident	Individual must be a resident of Travis County or homeless in Travis County at the time of the request for services	MSO staff utilizes the ECF and verifies that the address listed falls within Travis County per the Travis County Central Appraisal District website
Insurance	Individual must require some level of substance use disorder treatment that is not available under their insurance coverage	MSO staff utilizes Texas Medicaid Health Program (TMHP) and Integral Care medical record to verify if individual has insurance coverage for services needed
Age	Individual must be 10 years of age or older	Birth certificate, record, state issued identification card or school records

## 7. Service Delivery

*Contractor shall deliver Services as described below:*

### a. Outreach methods:

Contractor's MSO staff initiates contact with potential network providers through the Request for Applications (RFA) process, which is routinely posted for public access. Contractor's Network Development staff also follow-up with new or newly identified providers of services in the community through direct contact to determine if services offered would be of benefit to the network. Network Development engages in community outreach efforts such as fairs, community meetings, and group presentations promoting Integral Care and the provider network. Contractor's Network Management staff encourages organizational providers to recruit and hire staff who can meet the diverse cultural and linguistic needs of the populations served through the SAMSO.

### b. Application process:

Each provider (organization or individual) completes an application online. Contractor processes and reviews the application for provider or organizational qualifications and experience. If the applicant provides complete information as required and is otherwise qualified, Contractor forwards the application to Contractor's legal counsel. Contractor's legal counsel creates the contract, and credentialing of the provider occurs simultaneously. Contractor credentials the provider network using National Committee for Quality Assurance (NCQA) standards and providers receive required training in delivering services using best practices. Contractor requires providers to take certain pre-service training, such as client's rights, confidentiality, safety care, care for culture, and service definition and billing training. Contractor requires providers to complete all training prior to delivery of services to individuals. Credentialing a provider entails background checks, education verification, work experience/qualifications, and verification of licensure (as applicable).

### c. Eligibility determination process:

In delivering the MSO program, Contractor utilizes ASAM Criteria to confirm and determine the appropriate level of care for the individual to receive substance use disorder services. Contractor requires the provider to complete an initial clinical assessment and submit an authorization request form with supporting clinical documentation for the requested level of care in which the individual will be served. The provider also submits an eligibility and consent form to allow exchange of information for continuity of care and to confirm eligibility



requirements. These documents are reviewed by Contractor's Utilization Management (UM) staff who request additional information as needed and authorize or deny the request according to managed care guidelines.

*d. Service provision process:*

Contractor shall ensure that MSO staff is available Monday through Friday during normal business hours, except on Contractor's observed holiday closures, for support of contracting, credentialing, quality management, utilization management, claims processing, and ombudsman functions.

Contractor's staff also provide training to new providers, refresher training to providers who choose to renew their contracts, and provide technical assistance as providers have questions or concerns related to service provision. If Contractor denies a provider's claim for payment, the provider has a right to appeal through Contractor's Ombudsman. Contractor makes attempts to resolve the denial informally, if possible. However, Contractor affords providers a first level appeal upon request. If Contractor does not overturn the decision, Contractor offers the provider a second level appeal that involves external providers, client representation, and Integral Care staff who were not involved in the initial decision.

Community members, including Eligible Clients, County personnel, and others, may share any concerns or complaints regarding Integral Care services, programs, staff, and network service providers to the Contractor's Ombudsman. This office accepts complaints Monday through Friday, 8:00 a.m. – 5:00 p.m. via email, telephone, or website. Contractor's Ombudsman will attempt to resolve the complaint, and if indicated, will complete an investigation.

*e. Duration of services:*

Contractor ensures that MSO services are available to the provider at all times while under contract as a network provider.

*f. Termination or discharge:*

Contractor discontinues MSO services once the provider terminates or declines to renew their network provider contract or the contract is terminated by the MSO, including, but not limited to, mutual termination, termination for cause due to breach in contract or client care issues. All proposed terminations are reviewed by Contractor's Contracts Review Committee and Contractor's legal counsel. Contractor ensures that all providers have the right to appeal the termination.

Contractor ensures that Eligible Clients are discharged from treatment by the service providers as indicated by their treatment protocols.

*g. Coordination and referrals:*

The individual seeks treatment directly from their provider of choice, or may be referred by Outreach, Screening, Assessment, and Referral Centers (OSAR) or other external service providers. If an Eligible Client currently in services continues to require ongoing substance use disorder treatment or support, UM will assist to coordinate those referrals as needed and as identified by the Eligible Client and their current provider.

Contractor is responsible for coordinating referrals for individuals between service providers on the continuum of care. Contractor performs the function through utilization review. Utilization Management may initiate referrals for treatment for Eligible Clients accessing other treatment resources that UM authorizes.

*h. Quality standards:*

Contractor ensures the MSO currently conducts annual contract monitoring activities that include: credentialing, tracking provider compliance with billing guidelines, consumer complaints and rates of satisfaction. Contractor ensures the MSO collects eligibility, consent, and discharge data and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery. Contractor ensures the MSO also follows best practices as outlined by the Substance Abuse Mental Health Services Administration (SAMHSA) and the US Department of Health and Human Services. Some best practices include: motivational interviewing; Screening, Brief Intervention, and Referral to Treatment (SBIRT); Medication-Assisted Treatment (MAT); and



peer recovery supports. The Contractor ensures providers are meeting quality standards through the collection of client surveys, credentialing, site visits, contract monitoring, and concerns shared with the ombudsman office.

*i. Services delivered under MSO by contracted providers:*

Contractor ensures the network providers offer substance use disorder treatment services including assessment, detox, residential, intensive outpatient, psychotherapy, and education/prevention. Contractor ensures the network providers also offer supportive non-treatment services such as transitional housing and peer recovery coaching.

## **8. Service Accessibility**

*Contractor shall utilize the following accessibility strategies in delivering Services:*

*a. Home or community-based access:*

Contractor ensures MSO staff is office-based and are available in person, by phone, or by email to provide support to providers on the network Monday through Friday 8:00 a.m.-5:00 p.m., except on Contractor's observed holiday closures. Contractor ensures the MSO staff complete site visits as part of their credentialing and monitoring process.

As part of the contracting process, Integral Care asks providers to indicate the geographic area of the county they intend to serve. Contractor ensures the MSO strives to maintain a provider network that is robust and diverse in its ability to provide accessible community-based services based upon individualized needs.

*b. Hours of access:*

Contractor ensures MSO staff is available during business hours Monday through Friday 8:00 a.m. - 5:00 p.m., except on Integral Care's observed holiday closures. Depending on the service required, Contractor ensures the UM department is able to expeditiously link and authorize the Eligible Client for services meeting their level of acuity based on medical necessity twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.

Contractor ensures access to services that meet the Eligible Client's needs by recruiting providers with a range of available hours including evenings and weekends. Contractor ensures network contract service providers will set appointments according to the Eligible Client's preference and specifications for both in office or community-based services.

*c. Geographical access outside the City of Austin:*

By contract, Contractor ensures the MSO network providers deliver services for residents of Travis County, both within the City of Austin and surrounding suburbs within the limits of Travis County. While the providers may be headquartered outside of Travis County, Contractor ensures they are willing to provide services within Travis County and/or to Travis County residents. Contractor ensures the MSO will continue to develop its capacity to identify service providers for the outlying areas of the County (such as the far northwest area of the County, including Lakeway, Lake Travis, and Jonestown).

*d. Cultural competence:*

Contractor ensures MSO staff complete cultural competency training and are expected to perform their duties in a culturally competent manner.

The MSO has an online cultural competency training program for network provider education. Contractor ensures the providers deliver services in a culturally competent manner. Contractor ensures contracted providers complete cultural competency training and implementation of person-centered or family-centered plans. Contractor ensures this planning process is completed in a trauma informed manner and includes the cultural aspects that are important when engaging with children/adolescents, individuals, and families.

*e. Linguistic access for non-English speakers:*

Contractor has a language access plan, which includes an organizational assessment as part of the plan and an “I speak” campaign describing an individual client’s rights to appropriate linguistic services, website accessibility, and accessibility to clinical forms in their preferred language. Integral Care’s website is translated into five (5) major languages represented in this geographical area.

Contractor screens provider applicants for the linguistic accommodations that are available to Eligible Clients. Contractor ensures the MSO staff arrange for applicants to be tested for language competence in person and through Language Line. Contractor ensures the MSO endeavors to recruit network providers with the ability to provide services to non-English speakers.

*f. Communication access (such as hearing or visual impairment, literacy limitations, etc.):*

Contractor ensures the Integral Care MSO uses the available agency resources and tools for both translation and interpretation services as needed when working with current and potential network providers.

By contract, Contractor ensures network providers accommodate the language needs of Eligible Clients. In most cases, if provider agencies do not have bilingual staff, they are accessing the Language Line services.

## 9. Program Staffing

*The Contractor shall maintain staffing for Services in the manner described below. If position is currently vacant or new, indicate anticipated date by which staff will be hired:*

*This is staffing for all contracts engaged in on behalf of Integral Care, which includes the Contract.*

Position Title	No. of Positions	Minimum Qualifications	Brief Description of Duties	Anticipated date for hiring, if vacant
Provider Network and Authority Officer	1	Master’s Degree in Human Services or related field; 5 years management experience	Administrative supervision of network development and authority functions	N/A
Utilization Management	7.5	RN, RN-APN, PA, LCSW, LPC, or LMFT licensed in the state of Texas. Also required at least five (5) years’ experience in direct care of persons with a serious mental illness.	Complete utilization review related to clinical/medical necessity and eligibility criteria	N/A
Claims Manager	2	High School; three (3) years’ experience in processing insurance/hospital claims	Support and processing of provider claims submitted for payment of services rendered to individuals served	N/A
Contract Manager	2	Bachelor’s degree and five (5) years’ experience in community-based service delivery	Contracts with providers to gain and maintain network provider access	N/A
Contract Monitor	1	Master’s Degree in Human Services or LPHA, three (3) years’ experience in behavioral health	Monitors provider compliance with the contract and provides education, training, and support for contracted service delivery	N/A
Credentialing Coordinator/Specialist	1.75	Bachelor’s degree; certified credentialing; one to two (1-2) years’ health care background	Credentials provider staff to ensure the safe care of individuals receiving services from network providers	N/A
Ombudsman/Peer	2	Ombudsman – LPHA and six (6) years’ experience in health care  Peer - Lived experienced in recovery	Handles concerns and complaints made by individuals served, or related to the safe care of individuals served	N/A
Quality Management	4	Bachelor’s degree; five (5) years’ experience in data management, quality management	Provides data on outcome measures related to improvement of individuals served	N/A
Data Entry	2.5	Graduation from a standard senior high school or equivalent is generally preferred. Three (3) years of progressively responsible experience in general office administrative work is preferred. Education and experience may be substituted for one another.	Support above functions related to computer entries	N/A  9/22



## 10. Performance Measures

Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County in its reasonable judgement to achieve the following performance goals:

### a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of unduplicated Eligible Clients served	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services who are not participating in DACC or PIR/FDTC	185	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
3. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services referred by DACC	65	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
4. Number of unduplicated adult Eligible Clients receiving substance use disorder treatment services referred by PIR/FDTC	20	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
5. Number of unduplicated Eligible Clients provided residential treatment	180	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
6. Number of unduplicated Eligible Clients provided outpatient treatment	95	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
7. Number of unduplicated Eligible Clients provided support services	50	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any output reporting exceptions if applicable:

### b. Outcome Performance Measures:

Outcome Measure	Total Annual Goal	Quarters Reported*
1. a. Number of Eligible Clients who successfully complete substance use disorder treatment (numerator)	98	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of Eligible Clients discharged from substance use disorder treatment (denominator)	197	
c. Percentage of Eligible Clients who successfully complete substance use disorder treatment (rate)	50%	
2. a. Number of Eligible Clients linked to services, housing, or recovery supports upon discharge from substance use disorder treatment (numerator)	98	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of Eligible Clients discharged from substance use disorder treatment (denominator)	197	
c. Percentage of Eligible Clients linked to services, housing, or recovery supports upon discharge from substance use disorder treatment (rate)	50%	
3. a. Number of new providers contracted within 60 days of completed application (numerator)	2	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of new providers who complete an application (denominator)	3	
c. Percentage of new providers contracted within 60 days of completed application (rate)	67 %	
4. a. Number of first level provider appeals resolved within 10 days of receipt (numerator)	3	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of first level provider appeals received (denominator)	4	
c. Percentage of first level provider appeals resolved within 10 days of receipt (rate)	75%	
5. a. Number of authorizations issued or denied within two days of request (numerator)	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
b. Total number of authorizations submitted (denominator)	300	
c. Percentage of authorizations issued or denied within two days of request (rate)	90%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any outcome reporting exceptions if applicable:



c. *Deliverables:*

1. Network directory, produced quarterly but prefer an online directory that is updated in real time
2. Survey of the network providers to gather feedback regarding the performance of the network
3. Unduplicated Eligible Client demographic and zip code reporting, to be included in the quarterly performance report
4. Any and all special reports, data, and information which the County reasonably requests that Contractor make as a routine or special request

## 11. Program Evaluation

*To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:*

Contractor ensures the MSO collects eligibility, consent, and discharge data concerning treatment episodes and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery.

Contractor ensures its Quality Management (QM) Program measures performance of processes that support care, and fosters systemic improvements based upon analysis of the data. Contractor uses analysis of trends, patterns, and performance levels to improve outcomes of individuals served. Contractor gives frequent, ongoing, data-driven feedback to network providers. In addition, Contractor ensures the QM Program uses quality improvement teams and projects that develop plans that focus on improving processes and outcomes in more specific areas, and which use the Plan-Do-Study-Act (PDSA) Performance Improvement Cycle model. Contractor ensures its Quality Leadership Team (QLT) identifies and addresses systemic barriers to performance; suggests new indicators to monitor important aspects of care; and establishes thresholds for evaluation.

Contractor ensures the MSO conducts annual contract monitoring activities that include: credentialing, tracking provider compliance with billing guidelines, consumer complaints and rates of satisfaction. The Contractor will complete a SAMSO Performance Report on a quarterly basis to ensure performance goals are being met. Contractor will pull data for the SAMSO Performance Report from various databases including electronic health record, Credentialing Software, an electronic forms tool, and the Provider Tracking Sheet. Contractor will collect these demographics to evaluate diversity of individuals served: gender, race, ethnicity, age, and zip code of residence. Integral Care, the County and the City will collaborate to report on specialized populations served as needed for community-wide planning purposes.

## 12. Community Planning

*Contractor shall make a good faith effort to participate in relevant community planning activities, and align with relevant community plans, as follows:*

a. *Community planning group participation:*

- Psychiatric Stakeholder Committee (PSC)
- CAN Steering Committee
- Behavioral Health and Criminal Justice Advisory Committee (BHCJAC)
- Crisis Services Implementation Committee
- SB 292 – criminal justice planning
- Brain Health Planning Group

b. *Community plan or equivalent means of orienting to community needs and goals:*

- Plan to End Homelessness—2017 update
- Travis County Plan for Children’s Mental Health
- Travis County Plan for Substance Use Disorder 2015
- Community Behavioral Health Strategic Plan 2015-2019

*For County staff use only:*

Date range of five year issue area cycle:	FY 2019 – FY 2023
Date of initial Contract start:	October 1, 2018
Date work statement revised (if applicable):	July 25, 2019
Date work statement revised (if applicable):	

Date work statement revised (if applicable):	
Date work statement revised (if applicable):	

**ATTACHMENT B**  
**FY'20 BUDGET**  
**October 1, 2019 - September 30, 2020**  
**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2019 – September 30, 2020)	\$ 392,000
TRAVIS COUNTY (General Fund) (October 1, 2019 – September 30, 2020)	\$ 1,073,799
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2019 – September 29, 2020)	\$ 218,610
TRAVIS COUNTY (Medication Assisted Treatment - MAT) (October 1, 2019 – September 30, 2020)	\$ 75,000

---

**TOTAL FUNDS \$ 1,759,409**

DISTRIBUTION (City of Austin DACC and Travis County General Fund):

**I. High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**

MSO Fee.....12% of direct service amount  
Maximum..... \$157,050

DIRECT SERVICES (through Providers)  
Maximum: .....\$1,308,749

**(Integral Care will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'20 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)**

Youth Services. \$15,000 of Travis County's \$1,073,799 can be used for youth services.

**II. Parenting In Recovery Target Population (SAMHSA FY'20 Grant Funds)**

MSO Fee.....5 % of Direct Services Amount  
Maximum.....\$10,410

DIRECT SERVICES (through Providers)  
Maximum: .....\$208,200

The Parenting in Recovery SAMHSA grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2019 through September 29, 2020.



(Integral Care will calculate the MSO Fee as .05 of the amount billed for this funding source's direct services each month during the Agreement term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

### III. Medication Assisted Treatment (MAT) Target Population

DIRECT SERVICES (through Providers)

Maximum: .....\$75,000

The Target Population is high-risk individuals who do not have qualifying insurance to cover MAT treatment. There is not an MSO Fee associated with the MAT funding.

#### 1. *Maximum Total Contract Funds – FY'20 Renewal Term*

A total amount of \$1,759,409 ("Contract Funds") is available during the FY'20 Renewal Term (October 1, 2019 – September 30, 2020). All payments are contingent upon Integral Care's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

##### *a. Contract Funds – Network Service Providers*

Network Providers. Integral Care will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY'20 Renewal Term. Costs of Services provided by those providers will be paid for by Integral Care using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the FY'20 Budget for Contract Funds (up to \$1,759,409). Integral Care agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by City and County for services funded by Contract Funds.

##### *Request for Payment and Status of Funds*

Request for Payment: Per the terms and conditions of the Agreement, Integral Care will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish Eligible Clients served according to the target populations listed in the chart below.

Target Population Obligations: During the FY'20 Renewal Term, Integral Care will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each Target Population. Integral Care will cooperate with Department throughout the FY'20 Renewal Term in allocating City and County Contract Funds for designated Target Populations, as required by City and County.

##### *b. Fee-for-Service Rates*

Provider Rates: During the FY'20 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2019, through September 30, 2020) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and Integral Care. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by Integral Care and approved in advance by Department.

**Rate Setting:** With respect to rate-setting in general under the Agreement, Integral Care will assist providers with rate development with all rates subject to prior Department approval. Integral Care will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Integral Care must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that Department has sufficient time to review the request and determine whether or not it will be approved.

**Youth Services:** Integral Care can use \$15,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

**c. *Service Estimates and Network Expansion***

**Service Estimates:** A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'20 Renewal Term is shown below. Integral Care will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within thirty (30) days of making any such adjustment. Department may, at any time, request a review of such adjustments, and Integral Care will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'20**

Target Population	Amount
At Risk Adults	\$939,749
DACC	\$350,000
Youth Treatment Services	\$15,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
SAMHSA PIR/FDTC	\$208,200
Medication Assisted Treatment (MAT)	\$75,000
TOTAL	\$1,591,949

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by INTEGRAL CARE during the FY'20 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'20 Renewal Term.

**Network Expansion:** The need for service Network expansion will be evaluated by Integral Care on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If Integral Care determines that a service expansion is required during the FY'20 Renewal Term, Integral Care will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

## **ADDENDUM 1 to the Program Work Statement and Performance Measures Downtown Austin Community Court Performance Measures**

Instructions for completing the Performance Measure forms:

**-Output** is the quantity produced, created, served or completed.

**-Outcome** is the level of performance or achievement that occurred because of an activity, service or program.

Outputs tab:

- 1) Fill out the information in the top section. This information will carry over into the Outcomes tab.
- 2) Fill in the "gray" shaded boxes for the output measures associated with the program funded by DACC. Output #1 is a required measure and cannot be modified.
- 3) DACC Goal is the output for the portion of the program funded by DACC.
- 4) Other Funders Goals is the output for the portion of the program funded by other funders. If there are no other funders for the program funded by DACC, then leave these fields blank.

Outcomes tab:

- 1) Fill in the "gray" shaded boxes for the outcome measures associated with the program funded by DACC.
- 2) Numerator is the number of units (usually clients) that reach a certain level of performance or achievement because of an activity, service or program. Example: Number of clients who completed a 30 day substance use treatment program.
- 3) Denominator is the number of units (usually clients) who could potentially reach a certain level of performance or achievement because of an activity, service or program. Example: Number of clients who began a 30 day substance use treatment program.

Submit the completed Excel worksheets to your DACC Contract Manager listed below.

Robert Kingham

[Robert.Kingham@austintexas.gov](mailto:Robert.Kingham@austintexas.gov)

512-974-1394





**City of Austin**  
**Downtown Austin Community Court**

**PERFORMANCE MEASURES - OUTPUTS**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2019-09/30/2020

<b>Output #1</b>	<b>Number of Unduplicated Clients Served per quarter</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	20	61	81
2nd - Jan - Mar	18	60	78
3rd - Apr - Jun	18	60	78
4th - Jul - Sept	18	60	78
<b>YTD Total</b>	<b>74</b>	<b>241</b>	<b>315</b>

<b>Output #2</b>	<b>Number of Clients Who Received Residential Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	8	0	8
2nd - Jan - Mar	7	0	7
3rd - Apr - Jun	6	0	6
4th - Jul - Sept	6	0	6
<b>YTD Total</b>	<b>27</b>	<b>0</b>	<b>27</b>

<b>Output #3</b>	<b>Number of Clients Who Received Detox Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	2	0	2
2nd - Jan - Mar	2	0	2
3rd - Apr - Jun	2	0	2
4th - Jul - Sept	2	0	2
<b>YTD Total</b>	<b>8</b>	<b>0</b>	<b>8</b>

<b>Output #4</b>	<b>Number of Clients Who Received Transitional Housing</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	2	0	2
2nd - Jan - Mar	2	0	2
3rd - Apr - Jun	2	0	2
4th - Jul - Sept	2	0	2
<b>YTD Total</b>	<b>8</b>	<b>0</b>	<b>8</b>



**City of Austin**  
**Downtown Austin Community Court**

**PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2019-09/30/2020

<b>Outcome #1</b>	<b>Percentage of Clients Who Successfully Completed Residential Treatment Services</b>		
<b>Numerator</b>	<b>Number of Clients Who Successfully Completed Residential Treatment Services</b>		
<b>Denominator</b>	<b>Number of Clients Who Discharged From Residential Treatment Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	3	7	42.86%
2nd - Jan - Mar	4	7	57.14%
3rd - Apr - Jun	4	7	57.14%
4th - Jul - Sept	3	6	50.00%
YTD Total	14	27	51.85%

<b>Outcome #2</b>	<b>Percentage of Clients Who Successfully Completed Detox Services</b>		
<b>Numerator</b>	<b>Number of Clients Who Successfully Completed Detox Services</b>		
<b>Denominator</b>	<b>Number of Clients who Discharged From Detox Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	1	2	50.00%
3rd - Apr - Jun	1	2	50.00%
4th - Jul - Sept	1	2	50.00%
YTD Total	4	8	50.00%



# City of Austin

## Downtown Austin Community Court

### PERFORMANCE MEASURES - OUTCOMES

Agency Name	Integral Care
Program Name	Substance Abuse Managed Services Organization
Contract Period	10/01/2019-09/30/2020

Outcome #3	Percentage of clients Who Successfully Completed Transitional Housing		
Numerator	Number of Clients Who Successfully Completed Transitional Housing		
Denominator	Number of Clients Who Exited Transitional Housing		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	1	2	50.00%
2nd - Jan - Mar	1	2	50.00%
3rd - Apr - Jun	1	2	50.00%
4th - Jul - Sept	1	2	50.00%
YTD Total	4	8	50.00%

Outcome #4	Percentage of Individuals Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment		
Numerator	Number of Individuals Linked to Services, Housing, or Recovery Supports Upon Discharge from Substance Use Disorder Treatment		
Denominator	Number of Individuals Discharged From Substance Use Disorder Treatment		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Oct - Dec	2	5	40.00%
2nd - Jan - Mar	2	5	40.00%
3rd - Apr - Jun	1	4	25.00%
4th - Jul - Sept	1	4	25.00%
YTD Total	6	18	33.33%





# City of Austin

## Downtown Austin Community Court

### PERFORMANCE MEASURES - OUTCOMES

<b>Agency Name</b>	Integral Care
<b>Program Name</b>	Substance Abuse Managed Services Organization
<b>Contract Period</b>	10/01/2019-09/30/2020

<b>Outcome #5</b>	<b>Percent of clients who report satisfaction of services provided</b>		
<b>Numerator</b>	<b>Number of clients who report satisfaction of services provided</b>		
<b>Denominator</b>	<b>Number of clients surveyed for satisfaction of services provided</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	6	7	85.71%
<b>2nd - Jan - Mar</b>	5	5	100.00%
<b>3rd - Apr - Jun</b>	5	5	100.00%
<b>4th - Jul - Sept</b>	5	5	100.00%
<b>YTD Total</b>	21	22	95.45%

## Addendum 2 to the Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for Opioid Addiction

### 1. Program Information

Medication Assisted Treatment (MAT) for Opioid Addiction

### 2. Service Description

Integral Care shall continue collaboration on a Medication Assisted Treatment (MAT) pilot program focused on treating the increased prevalence of opioid addiction in Travis County. This program allows for medical consultation, access to medication for treatment of opioid addiction, and participation in recovery supports and treatment, and focuses on high-risk individuals who do not have qualifying insurance to cover MAT.

Integral Care and CommUnityCare shall collaborate to provide opioid addiction treatment intervention. Integral Care shall develop and implement a process to direct individuals to CommUnityCare for screening and enrollment. Integral Care shall ensure through their collaboration with CommUnityCare that Eligible Clients with opioid addiction are prescribed MAT, when clinically indicated, and linked to treatment and recovery supports.

Integral Care shall ensure that the program strives to:

- Increase access to MAT: Agonists (e.g., Methadone and buprenorphine); Antagonists (e.g., Naltrexone and Naloxone); Other (e.g., Gabapentin);
- Increase the number of Eligible Clients who can access MAT treatment for their opioid addiction that do not have insurance and/or financial resources;
- Improve opioid addiction outcomes for Eligible Clients; and
- Increase sustained recovery for Eligible Clients with opioid addiction.

### 3. Target Population

The substance abuse managed services organization ("SAMSO") contract currently serves high-risk participants who do not have an alternative funding source for Substance Use Disorder (SUD) treatment. Integral Care shall ensure that this program targets high-risk individuals, without adequate insurance coverage or resources, who would benefit from the comprehensive approach of MAT and treatment and recovery supports.

### 4. Performance Measures

#### a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of Eligible Clients receiving Medication Assisted Treatment (MAT)	20	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of Eligible Clients who completed intervention	3	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

b. *Outcome Performance Measures:*

Outcome Measure		Total Annual Goal	Quarters Reported*
1.	a. Number of Eligible Clients who self-report abstinence or decrease in use (numerator)	13	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of Eligible Clients surveyed prior to discharge (denominator)	20	
	c. Percentage of Eligible Clients who self-report abstinence or decrease in use (rate)	65%	
2.	a. Number of Eligible Clients who participate in wellness services (numerator)	12	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of Eligible Clients receiving MAT (denominator)	20	
	c. Percentage of Eligible Clients receiving MAT who participate in wellness services (rate)	60%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.





## **M E M O R A N D U M**

**City of Austin  
Financial & Administrative Services Department  
Purchasing Office**

**DATE:** 08/08/16

**TO:** Memo to File

**FROM:** Marty James, Buyer II

**RE:** MA 9100 NG160000041 Sickle Cell Texas Health Equity Program

Please note this agreement was created by the Health and Human Service Department (HHSD) and is administered and maintained by same. There is no procurement function other than the creation of the payment vehicle.

# Travis County Purchasing Office

Bonnie S. Floyd, MBA, CPPO, CPPB  
Purchasing Agent



December 13, 2018

Integral Care  
Attn: David Evans, Chief Officer  
Lisa Ott Laky, General Counsel  
1430 Collier Street  
Austin, Texas 78704

RE: Contract No. 4400004025, Substance Abuse Managed Services Organization Services

Dear Mr./Mrs.:

Enclosed is an executed copy of the above referenced contract entered into between your company and Travis County.

If you have any questions feel free to contact Priscilla Harrington, Purchasing Agent Assistant, at (512) 854-6663. Your continued service is appreciated.

Sincerely,

Travis County Purchasing Office

---

PO Box 1748, Austin, Texas 78767

**Values and Guiding Principles:** Professionalism, Innovation, and Equity (Easy as **PIE**)

**CONTRACT AWARD**

**TRAVIS COUNTY  
PURCHASING OFFICE  
P.O. BOX 1748  
AUSTIN, TEXAS 78767**



THIS CONTRACT IS ENTERED INTO BETWEEN TRAVIS COUNTY AND THE CONTRACTOR NAMED BELOW, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 262, IN ACCORDANCE WITH THE REFERENCED SOLICITATION.

Contract No: <b>4400004025</b>	Solicitation No: <b>N/A</b>
Contract Award Amount: <b>\$1,367,409.00 NTE</b>	Delivery Date or Term of Contract: <b>October 1, 2018 to September 30, 2019</b>
Contractor Name: <b>Integral Care</b> Attn: <b>David Evans, Chief Officer</b> <b>Lisa Ott Laky, General Counsel</b> <b>1430 Collier Street</b> <b>Austin, Texas 78704</b>	VID No: <b>1000001885</b>  Awarded As To Item(s): <b>Substance Abuse Managed Services Organization Services</b>

**REMARKS**

Scope of Contract: Contractor shall provide Substance Abuse Managed Services Organization Services in accordance with the terms, conditions and specifications of the contract.

Contract issued pursuant to award made by Commissioners Court on December 04, 2018.

KSE

DocuSigned by:

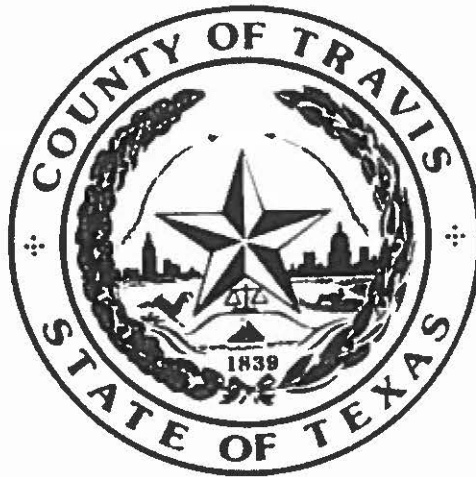
Bonnie S. Floyd  
Bonnie S. Floyd, MBA, CPPO, CPPB  
TRAVIS COUNTY PURCHASING AGENT

12/8/2018

Date



**TRAVIS COUNTY PURCHASING OFFICE**



**INTERLOCAL AGREEMENT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL  
RETARDATION CENTER d/b/a INTEGRAL CARE**

**AND**

**THE CITY OF AUSTIN**

**FOR**

**SUBSTANCE ABUSE MANAGED SERVICES ORGANIZATION  
SERVICES**

**CONTRACT NO. 4400004025**

**HEALTH AND HUMAN SERVICES**

**INTERLOCAL COOPERATION AGREEMENT**  
**AMONG TRAVIS COUNTY, THE CITY OF AUSTIN, AND**  
**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER**  
**D/B/A INTEGRAL CARE FOR**  
**SUBSTANCE ABUSE MANAGED SERVICES ORGANIZATION**

This Interlocal Cooperation Agreement ("Agreement" or "Contract") for the provision of substance use disorder managed services organization services is entered into among the following Parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"), and Austin Travis-County Mental Health and Mental Retardation Center d/b/a Integral Care for Substance Abuse Managed Services Organization ("Contractor" or "Integral Care"), the local mental health and intellectual/developmental disability authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes (each a "Party" and collectively, the "Parties").

**I. RECITALS**

WHEREAS, the Parties entered into an Agreement effective January 1, 2006 ("Original Agreement"). The Original Agreement has been amended and renewed multiple times with the most current renewal period ending September 30, 2018; and

WHEREAS, the Parties desire to reflect their current contractual relationship and desire to continue the contractual relationship by entering into this Contract, effective October 1, 2018; and

WHEREAS, County and City desire to contribute to the provision of managed services organization services for substance use disorders to include the following functions: the development and management of behavioral health support and provider network services, credentialing, resource development and allocation, quality management, utilization management, claims management and adjudication, and ombudsman to their indigent residents and other eligible clients; and

WHEREAS, Integral Care has been designated as the Mental Health Authority and the Intellectual and Developmental Disabilities Authority by the State of Texas for Travis County and the incorporated municipalities therein, including City; and

WHEREAS, Integral Care is committed to coordinating an integrated array of quality community-based services; addressing the needs and requests of people whose lives are affected by mental disabilities, substance abuse, and children's developmental delays and emotional behavioral or social disabilities problems; and building on the inherent strengths of consumers, families, staff and community; and

WHEREAS, Integral Care is also a major provider of mental health and intellectual/developmental disabilities services, and is legislatively mandated to provide community-based services as defined in the TEX. HEALTH AND SAFETY CODE, Chapter 534, Subchapter B, Community Based Services, Section 534.053; and

WHEREAS, County and City were and are two (2) of Integral Care's sponsoring agencies in the formation and continued operation of Integral Care and appoints Board member(s) who, along with Board members appointed by the Travis County Healthcare District dba Central Health, govern the operation of Integral Care through its chief executive officer and staff; and

WHEREAS, County, City, and Integral Care are authorized to enter into an Interlocal Cooperation Agreement through Tex. Const., Art. 3, Sec. 64 and "The Interlocal Cooperation Act," Chapter 791, TEX. GOVT. CODE ANN., Vernon's Texas Civil Statutes; and

WHEREAS, County and City have the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes), and to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose;

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County, City, and Integral Care agree to the terms and conditions stated in this Agreement.

## **II. DEFINITIONS**

### **1.0 CONTRACT DEFINITIONS.**

- 1.1 "City Council" means the Austin City Council.
- 1.2 "City Department" and/or "DACC" means the office of Downtown Austin Community Court.
- 1.3 "Commissioners Court" means the Travis County Commissioners Court.
- 1.4 "Contract Funds" means all funds paid by County or City to Integral Care pursuant to this Contract (including grant funds, if specifically identified).
- 1.5 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.
- 1.6 "County Auditor" means Nicki Riley, the Travis County Auditor, or her successor or designated representative.
- 1.7 "County Department," "Department" and/or "TCHHS" mean the office of Travis County Health and Human Services.
- 1.8 "County Executive" means Sherri E. Fleming, County Executive, Travis County Health and Human Services or her successor or designated representative.
- 1.9 "County Purchasing Agent" means Bonnie S. Floyd, MBA, CPPO, CPPB, the Travis County Purchasing Agent, or her successor or designated representative.
- 1.10 "Eligible Client" means a person who meets any specific eligibility criteria described in this Contract and who meets statutory and/or Contract requirements necessary to receive services under this Contract.
- 1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.
- 1.12 "Parties" and "Party" means the County, City, and/or Integral Care.



1.13 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County or City to Integral Care under the terms of this Contract with Contract Funds.

1.14 "Subcontract" means any agreement between Integral Care and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.15 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Integral Care under an agreement between Integral Care and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Integral Care; and any party or parties providing services for Integral Care which will be paid for using Contract Funds committed by County and City to be paid to Integral Care under this Contract.

### **III. KEY PROVISIONS**

#### **2.0 CONTRACT TERM.**

2.1 **Initial Term.** The Parties agree that this Contract will continue in full force for the Initial Term which begins October 1, 2018, and terminates on September 30, 2019, unless terminated earlier by the Parties in accordance with other provisions of this Contract.

#### **2.2 Renewal Term(s).**

2.2.1 **Renewal Provisions.** This Contract shall automatically renew October 1<sup>st</sup> of each year, hereafter, for an additional twelve (12) months (each a "Renewal Term"), with renewals ending on September 30, 2023, unless a Party elects to terminate the Contract in accordance with other provisions of this Contract. Each Contract Term will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract.

2.3 **Termination without Cause.** Any Party may terminate this Contract without cause by giving the other Parties written notice of such termination at least thirty (30) calendar days before the effective date of the termination.

2.4 **Funding-Out.** Integral Care acknowledges that County and City have provided notice that County's and City's payment obligations to Integral Care are payable only from funds appropriated or available for the purpose of this Contract. Despite anything to the contrary in this Contract, if the County or City do not appropriate funds for this Contract, or if there are no other lawfully available funds for this Contract, the Contract is void. County or City shall provide Integral Care notice of its failure to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract or the reduction of any appropriation to an amount insufficient to permit County or City to pay its obligations under the Contract. The foregoing notwithstanding, Integral Care is entitled to be paid hereunder for all services it provides in accordance with the terms of this Agreement prior to the effective date of any such failure to appropriate funds.

#### **3.0 AMENDMENTS, CHANGES OR MODIFICATIONS.**

3.1 **Written Amendment.** Unless specifically provided otherwise in this Contract, any changes, modifications, alterations, additions or deletions ("Amendment") to the terms of this Contract must be made in writing and signed by the Parties in order to be of any force or effect.

3.1.1 Notwithstanding Section 3.1 of this Contract, Integral Care may request to

make minor changes (as more particularly described below) to the delivery of services described in Attachment A, Program Work Statement and Performance Measures ("Minor Change") without a written amendment to the Contract, and such Minor Changes will be accepted only if all of the following requirements are met:

- 3.1.1.1 The Minor Change will not change the scope or objective of the Contract or impact the quality of services delivered by Integral Care solely as determined by County and City before Integral Care's implementation of the Minor Change.
- 3.1.1.2 Integral Care notifies County and City pursuant to Section 24.0 of this Contract describing the Minor Change Integral Care desires to make.
- 3.1.1.3 County and City notify Integral Care pursuant to Section 24.0 of this Contract of its acceptance of the Minor Change.

**3.2. Authority to Change.** INTEGRAL CARE AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY OR CITY HAS ANY AUTHORITY TO AMEND THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT OR MAKE ANY OBLIGATION FOR COUNTY OR CITY UNDER THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT OR CITY COUNCIL UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT OR CITY COUNCIL.

**3.3 Non-Compliance.** Integral Care agrees that any action it takes which does not comply with the terms of this Contract subjects Integral Care to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

**3.4 Submission.** Integral Care will submit any requests for an Amendment of the terms of this Contract to the County Purchasing Agent and authorized City staff with a copy to the County Executive. Upon agreement by the County Department and authorized City staff, the request may be presented by the Purchasing Agent to the Commissioners Court for consideration and by authorized City staff for consideration by City Council. No changes will be effective as to County or City until approved in writing by Commissioners Court (or Purchasing Agent under Section 3.5) and by City Council (or authorized City staff). Written requests for Contract Amendment must be received by the County Department and Purchasing Agent and authorized City staff prior to the desired effective date of the change (with sufficient time for County and City processing) and no later than sixty (60) days prior to the end of the Contract Term for which the Amendment is sought. Failure to meet this deadline may result in the denial of the request for the Amendment. In no event will an Amendment be granted after the expiration of the applicable Contract Term.

**3.5 Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has authority to approve certain Amendments subject to applicable law (specifically, the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract as authorized, and will advise Contractor as to the decision to use that authority upon submission of the request for the Amendment. At any time, the Purchasing Agent may elect to submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

#### 4.0 ENTIRE AGREEMENT.

4.1 **All Agreements.** The Parties agree that all oral and written agreements among the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Outside discussion or other written or verbal communications not included in this Contract are **NOT** a part of this Contract (either at the time of this Contract or at any time during any Contract Term).

4.2 **Attachments.** The Attachments listed below are a part of this Contract and constitute promised performances by Contractor in accordance with all terms of this Contract. If any Attachment is not applicable to this Contract, the cover sheet for the Attachments will show "Not Applicable." References to "Contract" in this Agreement will include reference to all of the Attachments to this Contract.

- 4.2.1 Attachment A Program Work Statement and Performance Measures
  - 4.2.1.1 Addendum 1 Downtown Austin Community Court Performance Measures
  - 4.2.1.2 Addendum 2 Medication Assisted Treatment (MAT) for Opioid Addiction
- 4.2.2 Attachment B FY'19 Program Budget
- 4.2.3 Attachment C County Insurance Requirements
- 4.2.4 Attachment D City Insurance Requirements

#### **IV. FINANCIAL PROVISIONS**

#### 5.0 CONTRACT FUNDS.

5.1 **Contract Funds Amount.** During each Contract Term, County and City will make available for payment to Contractor for the services provided under the terms of this Contract, the Contract Funds, referenced in Attachment B, FY'19 Program Budget, in an amount not to exceed:

##### **FUNDING SOURCES:**

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) (October 1, 2018 – September 30, 2019)	\$ <u>392,000</u>
TRAVIS COUNTY (General Fund) (October 1, 2018 – September 30, 2019)	\$ <u>1,073,799</u>
SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) (September 30, 2018 – September 29, 2019)	\$ <u>218,610</u>
TRAVIS COUNTY Medication Assisted Treatment - MAT (October 1, 2018 – September 30, 2019)	\$ <u>75,000</u>
<hr/>	
<b>TOTAL FUNDS</b>	<b>\$ <u>1,759,409</u></b>

#### 6.0 INVOICING AND REQUEST FOR PAYMENT.

6.1 **Monthly Request.** Each month during any Contract Term, Integral Care will file, within the time limits set forth in this Section 6.0, and under applicable requirements of this Contract, the complete



and correct (as reasonably determined by County Department and authorized City staff) Payment Request forms (as provided by County and City). Integral Care agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County and City during monitoring visit(s), and that additional reporting requirements may be implemented by County and City at any time that such monitoring or review reveals a need for such, as determined by County and City. Along with the Payment Request form, Integral Care shall include a detailed explanation of expenditures by funding source and by Eligible Client's name or identification number, the service rendered, the rate of payment, and the total cost.

**6.2 Timely Filing of Request.**

6.2.1 Filing. The Payment Request forms will be filed with the TCHHS within fifteen (15) days of the end of the month for which services are provided and with the DACC within twenty-five (25) days of the end of the month for which services are provided. Any delay by Integral Care in filing the complete and correct Payment Request forms may impact its ultimate receipt of payment. County and City will pay Integral Care for authorized expenditures (as defined by this Contract and approved by the County and City) reported in that Payment Request within thirty (30) days of receipt by TCHHS of that complete and correct Payment Request in accordance with the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251).

6.2.2 Request Limitation. County and City will not be liable to Contractor for any costs incurred and paid by Integral Care in the performance of this Contract which are not billed to County and City under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of the Initial Contract Term (or any Renewal Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Integral Care on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) will be considered disallowed and may not be paid by County and City.

6.3 **Complete and Correct Request.** Integral Care understands and agrees that the payment by County and City of the Payment Request amount will only be made where a complete and correct Payment Request is determined by County and City to have been filed.

6.4 **Integral Care Corrections.** If County and City determine that corrections and/or changes to the Payment Request are necessary, the Payment Request will be returned to Integral Care. Those corrections or changes must be made by Integral Care and returned to County and City prior to the Payment Request being certified by County and City for payment as complete and correct. If the completion of those corrections and/or changes by Integral Care and subsequent re-submission to TCHHS and to authorized City staff results in the delay of the certification of a Payment Request (or "invoice") by County and City, Integral Care understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as reasonably determined by County Department and authorized City staff, correct and complete as necessary for certification by County and City.

**7.0 CONTRACT FUNDS RESTRICTIONS.**

**7.1 County and City Payment.**

7.1.1 Reimbursement Only. Integral Care agrees that, unless otherwise specifically provided for in this Contract, payment by County and City under the terms of this Contract

is made on a reimbursement basis only; Integral Care must have incurred and paid costs prior to those actual costs being invoiced and considered allowable under this Contract and subject to payment by County and City.

7.1.2 Department Determination. County and City and Integral Care agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department and authorized City staff.

7.1.3 Pre/Post-Term Debts. County and City will not be liable for: costs incurred or performances rendered by Integral Care before or after the Contract Term; expenses not billed to County and City within the applicable time frames set forth in this Contract; or any payment for services or activities not provided pursuant to the terms of this Contract.

7.2 Maintenance of Funds. Integral Care will deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which will be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflects and identifies revenues and expenditures for the monies received under this Contract from County and City. Integral Care agrees to provide County and City with copies of specific chart(s) of account(s) maintained under this Section 7.2 upon request by County and City.

7.3 Allowable Costs - Direct Performance. Costs will be considered allowable only if, as reasonably determined by County and City, those costs are:

- (a) incurred and paid by Integral Care directly and specifically in the performance of this Contract;
- (b) incurred and paid by Integral Care pursuant to all requirements of this Contract;
- (c) incurred and paid by Integral Care in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles;
- (d) included and identifiable in Integral Care's budget document attached to this Contract as required in this Contract; and
- (e) incurred and paid as set forth in Section 7.1.1, and other applicable provisions.

7.4 Indirect Costs. Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

7.5 First Quarterly Performance Report and January Payment. The January Reimbursement Report will not be considered complete or correct until the First Quarterly Performance Report is received.

## 8.0 RETURN OF CONTRACT FUNDS.

8.1 Integral Care Liability. Integral Care will be liable to County and City and refund money paid to Integral Care upon documentation or proof that payment either:

- 8.1.1 has resulted in overpayment;
- 8.1.2 has not been spent strictly in accordance with Contract terms;
- 8.1.3 exceeds the total expenditures actually reported by Integral Care;

- 8.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s);  
or  
8.1.5 was inappropriately transferred according to Section 10.0.

8.2 **Return of Funds.** Return of funds under this Section 8.0 will be made by Integral Care to County and City within thirty (30) days of written request by County and City. County and City may offset the amount of any funds owed under this Section against the next or any future payment to Integral Care under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

## 9.0 AUDIT.

9.1 **Annual Audit.** Each Party has the right to conduct an annual financial and compliance audit of any other Party's performance under this Agreement in compliance with generally accepted auditing standards and procedures for governmental organizations, and each Party shall permit authorized representatives of any other Party to audit its records that relate to this Agreement and, subject to compliance with laws related to confidentiality of information, including medical records, to obtain copies of any documents, materials, or information necessary to facilitate these audits.

9.2 **County and City Audit.** Notwithstanding Section 9.1, County and City reserve the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Integral Care agrees to permit County and City or its authorized representative, to audit Integral Care's records and to review, copy or obtain any documents, materials, or information necessary to facilitate such audit.

9.3 Intentionally deleted.

### 9.4 Integral Care Audit Records.

9.4.1 **Content.** Records of Integral Care, its subsidiaries, Subcontractors and affiliates subject to audit will include accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent, as defined by County, to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

9.4.2 **Access.** Integral Care grants access and the right to examine, copy or reproduce all Records pertaining to this Contract.

9.4.3 **Subcontractors.** Integral Care will require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 9.0, and any other provisions so designated within this Contract, by inserting those requirements in any written contract agreements executed among Integral Care and other related parties using Contract Funds.

## 10.0 TRANSFER OF FUNDS.

10.1 **Transfer of Funds Without Amendment.** Notwithstanding Section 3.0, and as specifically applicable, Integral Care may transfer funds without a written amendment to this Contract ONLY if ALL of the following requirements are met:

10.1.1 The transfer will not change the scope or objective of the programs funded under

this Contract, solely as determined by County and City before transfer;

10.1.2 Integral Care submits a budget revision form and obtains County's and City's approval of such revisions before the submission of the Integral Care's first monthly billing to the County and City following the transfer which will reflect such changes; and

10.1.3 Integral Care submits no more than two (2) budget revision requests during any Contract Term, with one request allowed during the first six (6) months of the Contract Term, and the second submitted no later than sixty (60) days prior to the end of the Contract Term.

10.2 **Disallowed Expense.** Integral Care agrees that failure to meet the requirements of Section 10.1.1 – 10.1.3 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County and City. If County and City determine that payment has been made incorrectly for expenses in violation of this Section 10.0, Integral Care agrees to refund such payment in full to County and City within twenty (20) days of written request by County and City for such refund.

#### **11.0 FORMS.**

11.1 **W-9 Taxpayer Identification Form.** Integral Care shall provide County and City with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

12.0 Intentionally deleted.

### **V. RESPONSIBILITIES AND OBLIGATIONS OF INTEGRAL CARE**

#### **13.0 INTEGRAL CARE PERFORMANCE.**

##### **13.1 Services and Activities.**

13.1.1 **Requirements.** During any Contract Term, Integral Care will perform, in a satisfactory manner as determined by County and City, the services and activities described in Attachment A - Program Work Statement and Performance Measures in accordance with all terms of this Contract.

13.1.2 **Failure to Perform.** In the event of Integral Care's non-compliance with any term of this Contract, County and City may impose such sanctions as reasonably determined to be necessary by County and City, including the following:

(a) Withholding of payments to Integral Care under the Contract until Integral Care complies with the term of the Contract; and

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County and City may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

13.2 Intentionally deleted.

13.3 Intentionally deleted.



13.4 Intentionally deleted.

13.5 Intentionally deleted.

13.6 Intentionally deleted.

13.7 Intentionally deleted.

13.8 **Insurance.**

13.8.1 **Requirements.** Integral Care will have, and will require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Integral Care and/or Subcontractor pursuant to applicable generally accepted business standards and as set forth in Attachment C, County Insurance Requirements and Attachment D, City Insurance Requirements. Depending on services provided by Integral Care and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C, Insurance Requirements, may be imposed by County and City.

13.8.2 **Submission of Certificate.** Integral Care will submit to the County Purchasing Agent and authorized City staff, Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Integral Care will not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent and authorized City staff.

13.8.3 **No Liability Limitation.** Acceptance of insurance by County and City will not relieve or decrease the liability of Integral Care with regard to its responsibilities under this Contract and will not be construed to be a limitation of liability. Integral Care will provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract or any change in insurance under the terms of this Section 13.8.

13.8.4 **Review and Adjustment.** County and City reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract Term and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County and City based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Integral Care. Integral Care will not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract Term.

13.9 **Indemnification and Claims.**

**13.9.1 INDEMNIFICATION.** TO THE EXTENT PROVIDED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, AND WITHOUT WAIVING ANY IMMUNITY OR OTHER PROTECTION TO WHICH IT MAY OTHERWISE BE ENTITLED, INTEGRAL CARE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY AND CITY, THEIR OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY INTEGRAL CARE, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR

ASSIGNS, (THE "INDEMNIFYING PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTIES IN THIS AGREEMENT OR IN INTEGRAL CARE'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE INDEMNIFYING PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. INTEGRAL CARE'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City and County shall give Integral Care written notice of a Claim asserted against an Indemnified Party. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Integral Care of any obligations in this Contract. The Indemnified Parties shall reasonably cooperate with Integral Care with respect to Integral Care's obligations under this Article 13.

In no event may Integral Care admit liability on the part of an Indemnified Party without the written consent of City Attorney. Maintenance of the insurance required under this Contract shall not limit Integral Care's obligations under this Article 13. Integral Care shall require all subcontractors to indemnify City in the same manner as provided in this Article 13.

**13.9.2 Claims Notification.** If any Party receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which arises out of the subject matter of this Agreement and which is made or brought by any person, firm, corporation, or other entity against that Party, then the Party receiving such notice shall give written notice to the other Parties within three (3) working days of being notified of the claim. Such notice will include: written description of the claim; the name and address of the person, firm, corporation or other entity that made a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice will be given in the manner provided in Section 24.0 of this Contract. Except as otherwise directed, the Party giving notice will furnish to the other Parties copies of all pertinent papers received with respect to these claims or actions.

13.10 Intentionally deleted.

13.11 Intentionally deleted.

**13.12 Miscellaneous Responsibilities.**

**13.12.1 Employee Offenses.**

(a) **Eligible Client Contact.** Integral Care agrees that no Employee ("Employee" being defined under this Section 13.12.1 as including volunteers or other persons working under the direction of Integral Care in the provision of services under this Contract in a manner which involves direct Eligible Client contact) will provide services in a manner

which involves direct Eligible Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

(b) Procedure. Integral Care agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 13.12 of any Employee having direct contact with County and City Eligible Clients, and will maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Eligible Client contact where Integral Care determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Integral Care will also have in place a procedure for addressing the work of any Employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Integral Care believes that specific fact situations warrant a waiver of the requirements of this Subsection 13.12.1, in whole or in part, Integral Care may present the details of such circumstance in writing to County and City, through the County Executive and authorized City staff, for a determination as to such request for waiver.

(d) Subcontractors. This Section 13.12.1 will also apply to any employees of Subcontractors who have direct Eligible Client contact, and Integral Care will ensure that all Subcontractors have procedures in place to ensure compliance with this Section 13.12.

13.12.2 Offense Report. Integral Care will promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

13.12.3 Qualifications. If specific qualifications (including licenses, certifications and permits) are set forth in job descriptions required by County and City, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County and City.

#### **14.0 WARRANTS AND ASSURANCES.**

14.1 Eligible Client Warranty. Integral Care agrees that County and City are only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County and City. To assure that County and City Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Integral Care warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County and City Contract Funds compared to the total number of clients being served by Integral Care under Integral Care's total budget is equal to or greater than the percentage of County and City Contract Funds to total Integral Care's budget, and that County and City Contract Funds will be used by Integral Care only for those purposes stated and agreed to under the terms of this Contract.

14.2 **Accurate Information.** Integral Care warrants that all reports, data and information submitted to County and City will be accurate, reliable and verifiable. Approval by County and City of such will not constitute nor be deemed a release of the responsibility and liability of Integral Care, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services. Approval by County and City shall also not be deemed to be the assumption of such responsibility by County and City for any defect, error, omission, act or negligence or bad faith by Integral Care, its employees, agents, or associates.

14.3 **No Duplication.** Integral Care agrees that Integral Care will report and receive payment for each service/Eligible Client solely from County and City Contract Funds pursuant to the terms of this Contract; and that Integral Care will not receive duplicate payments from other sources for the same service/Eligible Client paid for by County and City Contract Funds. Integral Care will also ensure that this provision and prohibition of duplicate payment for services will be included in any Subcontracts.

14.3.1 Integral Care warrants that it has systems in place to identify and document services to Eligible Clients according to different funding sources.

14.4 **Debarment, Suspension and Other Responsibility Matters.** This Section 14.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Each Party is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. By accepting this Agreement, each Party certifies that its firm, its principals and/or its Personnel/Staff (as applicable) are not currently, and shall not for the duration of this Agreement be, suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin. Each Party shall be responsible to immediately remove from the provision of services under this Agreement any Personnel/Staff (as applicable) who becomes suspended or debarred from doing business with the Federal Government. The suspension or debarment of either Party or the continued provision of Behavioral Health Services pursuant to this Agreement by a suspended or debarred Personnel/Staff (as applicable) shall be cause for immediate termination of this Agreement by the other Party.

## 15.0 COMPLIANCE.

15.1 **Federal, State and Local Laws.** Integral Care will provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Integral Care's general conduct of business, including: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"); Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004. Integral Care will not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Integral Care will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of State Health Services.



15.2 Intentionally deleted.

15.3 **Texas Public Information Act.** The Parties agree that this Contract, all performance under this Contract, and all information obtained by County and City in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOV'T. CODE, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and Integral Care agrees to provide County, City, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

15.4 Intentionally deleted.

## **16.0 RETENTION AND ACCESSIBILITY OF PROGRAM, ELIGIBLE CLIENT & FISCAL RECORDS.**

### **16.1 Retention of Records.**

16.1.1 **Time Requirement.** Integral Care will create and maintain all records and reports required and/or produced relevant to performance under this Contract, including those specifically set out in this Section 16.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County and City, or three (3) years after the end of the final Contract period, whichever occurs later. Failure at any time to deliver reports, records or notifications, as required by this Contract may, upon written notification by County and City, result in delay of payment and/or suspension or termination (in whole or in part) of this Contract by County and City.

16.1.2 **Document Destruction.** Integral Care agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation and bankruptcy).

16.2 **Eligible Client Records.** Integral Care will create and maintain all records regarding Eligible Clients that include the information on which Integral Care relies to determine the Eligible Client's eligibility, all records and reports necessary, as determined by County and City, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Integral Care will maintain all medical records in accordance with all applicable statutes (including HIPAA) and regulations governing medical information. Requirements for Eligible Client Records will be as follows:

16.2.1 **Intentionally deleted.**

16.2.2 **Intentionally deleted.**

16.3 **Fiscal Records.** Integral Care will create and maintain all fiscal records and documentation required under this Contract and as necessary to support performance of this Contract in accordance with governmental accounting principles.

16.4 **Access.** Integral Care will give County and City, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, program materials (such as curriculum and distributed materials) and other papers, things, or property belonging to or in use by Integral

Care pertaining to this Contract at reasonable times and for reasonable periods. These rights to access will continue as long as the records are required to be retained by Integral Care, and for any additional time period that the records are retained by Integral Care.

16.5 **Adjustment.** Integral Care may, at any time, request in writing to the County Executive or authorized City staff, as applicable that County or City clarify or provide a waiver of all or a portion of the record requirements in this Section 16.0. Only waivers under this Section 16.0 granted by County Executive or authorized City staff, as applicable in writing will be effective to change any requirement in this Section 16.0.

## **17.0 REPORTING REQUIREMENTS.**

### **17.1 Performance Reports.**

17.1.1 **General Performance Reports.** Integral Care will submit data in accordance with Attachment A, Program Work Statement and Performance Measures, and all attached addenda, and Attachment B, FY' 19 Program Budget in quarterly performance reports to be delivered to TCHHS and to City, as applicable, within fifteen (15) days after the end of the quarter to which the report relates. Integral Care's January request for payment will be held pending Integral Care's submission of the first quarter's performance report to TCHHS and City.

17.1.2 **Modification to Performance Reports.** County and City may recommend additional performance measures to be included by giving Integral Care written notice of such proposed changes. Unless Integral Care provides County and City with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Integral Care without the necessity of a written Amendment. Such changes will be effective as to reports filed by Integral Care for services provided during the first full reporting period following the addition of the changes. If Integral Care opposes the changes, County and City and Integral Care will negotiate in good faith to develop amended performance measures to be added pursuant to Section 3.0 of this Contract.

17.2 **Reimbursement Reports.** Pursuant to Sections 5.0 - 7.0, Integral Care will deliver to TCHHS and City reports that provide all of the information requested in the Payment Request and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates and as required by City within twenty-five (25) days after the end of the month to which the report relates. If Integral Care fails to provide this information to County and City in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County and City under Sections 5.0 - 7.0.

17.2.1 Pursuant to Section 7.5, the January Reimbursement Report must include the First Quarterly Report to be considered complete and correct.

17.3 **Final Close-Out Report.** Integral Care will deliver a close-out report as required by TCHHS and DACC no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal). County and City will provide Integral Care with a packet containing information required for the Final Close-Out Report immediately following the end of a contract term. Integral Care agrees to return the completed packet within forty-five (45) days of receipt.

17.4 **Financial Reports.** Upon request by County and City, Integral Care will deliver to TCHHS and DACC copies of all Board-approved financial reports, to include Integral Care's Year-to-Date Balance sheet and income statement.

17.5 **Additional Reports.** Integral Care will deliver to County Department and City within ten (10) working days, any and all special reports, data, and information which the County and City request that Integral Care make as a routine or special request.

17.6 **Changes in Reports.** Integral Care will promptly provide TCHHS and DACC with written reports of any changes in any of the information, reports, and/or records provided to County and City pursuant to this Contract.

17.7 **Corrections.** County and City may require Integral Care to correct or revise any errors, omissions or other deficiencies in any reports or services provided by Integral Care to ensure that such reports and services fulfill the purposes of this Contract. Integral Care will make the required corrections or revisions without additional costs to County and City.

17.8 **Legal Prohibition.** If Integral Care is legally prohibited from providing any required or requested reports, it will immediately notify County and City in writing of this fact. Such notice will include specific identification of the basis of the prohibition, including statutory citations as applicable, and will be reviewed by County and City for final resolution.

17.9 Intentionally deleted.

## **VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY AND CITY**

### **18.0 LIMITATIONS.**

#### **18.1 County and City Approval.**

18.1.1 **County's and City's Satisfaction.** Sections 5.0 - 7.0 notwithstanding, the Parties expressly agree that County and City will not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's and City's satisfaction and with County's and City's approval.

18.1.2 **Responsibility and Liability.** Approval of County and City, and/or payment under this Contract by County and City, will not constitute nor be deemed a release of the responsibility and liability of Integral Care, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor will approval be deemed to be the assumption of such responsibility by County and City for any defect, error, omission, act or negligence or bad faith by Integral Care, its employees, agents, or associates.

### **19.0 COUNTY AND CITY OBLIGATIONS.**

19.1 **Current Revenue Funds.** County and City will make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and City and set aside for this purpose (or grant funds, where specifically identified). The Parties agree that the payment made under this Contract is in an amount that fairly compensates Integral Care for the services or functions performed under this Contract.

19.2 Intentionally deleted.

19.3 Intentionally deleted.

## **VII. SUSPENSION**

**20.0 SUSPENSION.** If Integral Care fails to comply with any term of this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court or City Council requests a financial review or performance evaluation related to a reasonable cause to believe that Integral Care is not using Contract Funds in compliance with the terms of this Contract, County and City may, upon written notification to Integral Care, suspend this Contract, in whole or in part, immediately upon receipt of such notice and withhold further payments to Integral Care pending resolution of the issues supporting such suspension. Integral Care agrees that Integral Care will not incur additional obligations of Contract Funds after receipt of such notice of suspension until Integral Care is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's and City's reasonable satisfaction as evidenced by written notice by County and City.

## **VIII. MISCELLANEOUS PROVISIONS**

### **21.0 INDEPENDENT CONTRACTOR.**

21.1 The Parties expressly agree that Integral Care is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Integral Care will be considered an employee of County or City or gain any rights against County or City pursuant to County's and City's personnel policies. The relationship of County and City and Integral Care under this Contract is not and will not be construed or interpreted to be a partnership, joint venture or agency. No Party will have the authority to make any statements, representations or commitments of any kind, or to take any action which will be binding on any other Party or which will hold itself out to be binding on any other Party.

### **22.0 SUBCONTRACTS.**

22.1 **Prior Authorization.** Integral Care will not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without prior authorization from County or County designee.

#### **22.2 Integral Care Responsibility.**

22.2.1 Integral Care has the sole responsibility for payment for services rendered by Subcontractors; and, in the event of non-payment, insolvency or cessation of operations of Integral Care, the sole recourse of Subcontractors against Integral Care will be through Integral Care or the bankruptcy estate of Integral Care. County shall not be liable for any payments to Subcontractors.

22.2.2 Integral Care shall require that Subcontractors maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract.

### **23.0 MONITORING.**

23.1 **County and City Monitoring.** County and City reserves the right to perform periodic on-site monitoring of Integral Care's (and Subcontractors') compliance/performance with the terms of this



Contract, and of the adequacy, effectiveness and timeliness of Integral Care's performance under this Contract. Such monitoring visit(s) may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Integral Care's (and Subcontractors') performance under this Contract; review of all Contract issues identified by County and City, including administrative, fiscal and programmatic matters; and any and all areas of performance and reporting. Within sixty (60) days of each monitoring visit, County and City will provide Integral Care with a written report of the monitor's findings. If the report notes deficiencies in Integral Care's performances under the terms of this Contract, it will include requirements and deadlines for the correction of those deficiencies by Integral Care. Integral Care will take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County and City. County and City may provide technical assistance to Integral Care and may request changes in Integral Care's accounting, administrative and management procedures in order to correct any deficiencies noted.

#### **24.0 NOTICES.**

**24.1 Requirements.** Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to any other Party will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

**24.2 County Address.** The address of County for all purposes under this Contract will be:

Sherri Fleming, County Executive (or her successor)  
Travis County Department of Health & Human Services,  
502 Highland Mall Blvd.  
Austin, Texas 78752  
and  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
ATTENTION: Health Services Division

and

Bonnie S. Floyd, MBA, CPPO, CPPB, Purchasing Agent (or her successor)  
Travis County Purchasing  
P. O. Box 1748  
Austin, Texas 78767

**24.3 Integral Care Address.** The address of the Integral Care and its General Counsel for all purposes under this Contract and for all notices hereunder by personal delivery will be:

Integral Care  
David Evans, Chief Executive Officer

and Lisa Ott Laky, General Counsel  
1430 Collier Street  
Austin, Texas 78704

The address of the Integral Care and its General Counsel for all purposes under this Contract and for all notices hereunder by certified mail will be:

Integral Care  
David Evans, Chief Executive Officer  
and Lisa Ott Laky, General Counsel  
P.O. Box 3548  
Austin, Texas 78764

24.4 **City Address.** The address of City and its General Counsel for all purposes under this Contract and for all notices hereunder by certified or regular mail will be:

Downtown Austin Community Court  
Pete Valdez, Court Administrator (or his successor)  
719 E 6<sup>th</sup> St.  
Austin, TX 78701  
and  
P.O. Box 13464  
Austin, TX 78711-3464

With copies to (registered or certified mail with return receipt is not required):

City of Austin  
Ray Arellano, Assistant City Manager  
and Anne Morgan, City Attorney  
P.O. Box 1088  
Austin, Texas 78767

24.5 **Information Changes.**

24.5.1 **Types of Changes.** Integral Care will notify County and City of any changes regarding Integral Care or information provided under this Contract, including:

- (a) address; name of Director and/or Chairman of the Board; and name of organization; and
- (b) actual identity (due to sale, assignment or other transaction); ownership; control; and assignment.

24.5.2 **Notice.** Written notice of any change of information under Section 24.5.1 will be given to the County and City (pursuant to Section 24.1). Such notice will include all relevant information and documentation evidencing the change (including the effective date of such change), and must be provided immediately (but no later than 20 days after the effective date of the change).

24.5.3 **Effect.** Failure to provide such notice may result in delay in payment.

24.5.4 **Approval.** All such changes must be approved by the Purchasing Agent and/or Commissioners Court for the County and by City Council for the City. Changes in

information under Section 24.5.1(a) may be approved by the Purchasing Agent by administrative modification.

24.6 The Parties agree that certain performance reporting materials may be transmitted to County and City via email, unless County and City specifically request otherwise.

25.0 Intentionally deleted.

26.0 Intentionally deleted.

27.0 Intentionally deleted.

## **28.0 INTERPRETATIONAL GUIDELINES.**

28.1 **Computation of Time.** When any period of time is stated in this Contract, the time will be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County or City has declared a holiday for its employees, these days will be omitted from the computation.

28.2 **Numbers and Gender.** Words of any gender in this Contract will be construed to include any other gender and words in either number will be construed to include the other unless the context in the Contract clearly requires otherwise.

28.3 **Headings.** The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

## **29.0 OTHER PROVISIONS.**

29.1 Intentionally deleted.

29.2 **Survival of Conditions.** Applicable provisions of this Contract will survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

29.3 **Non-Waiver of Default.** Failure on the part of any Party to enforce any provision of this Contract or any payment, act or omission by any Party will not constitute or be construed as a waiver of any provision of this Contract.

29.4 **Reservation of Rights.** If any Party breaches this Contract, the other Parties will be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights each Party under this Contract are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right to a Party under it. The exercise of or failure to exercise any right or remedy in this Contract of a Party or the failure to act in accordance with law based upon another Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract will not preclude the exercise of any other right or remedy under this Contract or under any law, nor will any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

29.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract will be performable in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

29.6 **Severability.**

29.6.1 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it will remain valid and binding.

29.6.2 Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment and will become effective on the date designated by such law or regulations. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, in whole or in part, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties will be discharged from any further obligations created under the terms of this Contract (as to the part rendered unreasonable or impossible to fulfill, or the entire Contract, if applicable, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

29.7 Intentionally deleted.

29.8 Intentionally deleted.

29.9 **Integral Care Information Materials.** In any publicity or other information materials prepared or distributed by or for Integral Care (such as websites, brochures and signage), the funding through County and City will be mentioned as having made the project or services possible. Prior to publication, presentation or any disbursement of such publicity, Integral Care must provide a copy of the final form of the publicity and secure the approval of County and City. When appropriate, as reasonably determined by County and City, Integral Care will publicize the services and activities of Integral Care under this Contract as supported by County and City.

29.10 **Disputes.**

29.10.1 **Contract Issues.** At any time that Integral Care has an issue, problem, dispute, or other question ("issue") concerning this Contract, Integral Care may first contact County through County Department/County Executive and City. Integral Care will provide written notice of the issue to County Department/County Executive and City, with such written notice including a specific written description of the issue as well as Integral Care's desired resolution of the issue. Integral Care, City, and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, will be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to all Parties under this Section 29.10.1 may be addressed pursuant to the following provisions of Section 29.10 of this Contract.

29.10.2 **Dispute Resolution.** In the event of a dispute, the Parties to the dispute agree to attempt a negotiated resolution prior to filing suit over the dispute. On request of a Party to



the dispute, an informal attempt to negotiate a resolution of the dispute shall be made. Such request shall be in writing, and shall seek a meeting among representatives of each Party to the dispute within 14 calendar days after receipt of the request or such later period as agreed by the Parties to the dispute. Each Party to the dispute shall provide for the meeting, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the Parties to the dispute have not succeeded in negotiating a resolution of the dispute, they shall proceed directly to mediation as described below. Informal negotiation may be waived by a written agreement signed by all Parties to the dispute, in which event the Parties to the dispute shall proceed directly to mediation as described below.

**29.10.3 Mediation.** If Integral Care is not satisfied with the resolution of the dispute pursuant to previous provisions of Section 29.10, Integral Care will notify the County Executive or authorized City staff, as applicable, and, if mediation is acceptable to all Parties to the dispute in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County or City, as applicable and approved by Integral Care, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties to the dispute are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties to the dispute agree, in writing, to waive the confidentiality.

**29.11** Intentionally deleted.

**29.12 County and City Public Purpose.** By execution of this Contract, the Commissioners Court and City Council hereby find that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract constitute a significant public concern impacting members of the indigent population or other eligible clients which the County and City serve. The Commissioners Court and City Council further finds that the provision of services to be provided by Integral Care under this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract for qualified individuals.

**29.13 Force Majeure.** No Party will be financially liable to any other Party for delays or failures to perform under this Contract where such delay or failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause will notify each other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification will be done in as timely a manner as possible. Integral Care agrees that breach of this provision entitles County and City to reduce or stop payments or immediately terminate this Contract.

**29.14 Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of any Party relating to this Contract, will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

**[Signature Page to Follow]**

**CONTRACTOR: AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL  
RETARDATION CENTER D/B/A INTEGRAL CARE**

By:   
Its Duly Authorized Agent

Printed Name: David Evans

Title: CEO

Date: 10.18.18

City of Austin


By:   
Its Duly Authorized Agent

Date: 11/7/18

Printed Name: REY ARELLANO

Title: ASSISTANT CITY MANAGER

**TRAVIS COUNTY**

By:   
Sarah Eckhardt  
Travis County Judge

Date: DEC 04 2018


County Approvals:

As to Legal Form:   
Assistant County Attorney

Date: 11/9/2018

Funds Certified By:   
Nicki Riley, County Auditor

Date: 11/14/18

Purchasing:   
Bonnie S. Floyd, MBA, CPPO, CPPB  
Purchasing Agent

Date: 11-15-18

## ATTACHMENT A

### PROGRAM WORK STATEMENT AND PERFORMANCE MEASURES

#### 1. Program Information

*Legal agency name and program name:*

- a. Agency name: Integral Care ("Contractor")
- b. Program name: Substance Abuse Managed Services Organization ("Program" or "SAMSO")

#### 2. Issue Area: Behavioral Health

#### 3. Service Type

*Service type(s) utilized in the Program ("Services"):*

Managed Services Organization for Substance Use Disorders ("MSO")—Functions include:

- Development and management of behavioral health support and provider network services
- Credentialing
- Resource Development and Allocation
- Quality Management
- Utilization Management
- Claims Management and Adjudication
- Ombudsman

#### 4. Program Goals

*Contractor shall meet the following program goals:*

- a. *Brief description of the Program's purpose and the goals of the Services:*

The Travis County Plan for Substance Use Disorders was completed in September 2015 and included the following guidance, which were used to develop program goals:

- Expand provider network to increase access to high quality services across the service treatment continuum
- Provide individualized services to populations that have significant barriers and challenges accessing services (such as criminal justice and/or child welfare involved, those experiencing homelessness and/or mental illness)
- Connect individuals to the appropriate level of treatment, with a goal of diversion from more expensive services when not clinically indicated
- Incorporate best practices, including recovery-oriented supports

- b. *Travis County goal(s) that the Program will address:*

- ☒ Promote identification of behavioral health disorders and early access to treatment
- ☒ Alleviate or heal symptoms of a behavioral health disorder
- ☒ Enhance resiliency by empowering individuals to manage their own treatment needs and symptoms
- ☒ Collaborate and link with community resources on behalf of those seeking services

#### 5. Target Population

*Contractor shall target Services to the following target population(s) in Travis County:*



Any Travis County resident who is in need of substance use disorder treatment based on the American Society of Addiction Medicine (ASAM) Criteria for level of care determination. Within these individuals, there is a particular focus on individuals who are:

- Experiencing homelessness
- Experiencing mental health challenge as a co-occurring diagnosis
- Involvement in the criminal justice system
- Women who are pregnant or parenting
- Individuals at-risk for contracting HIV or who are already HIV-infected
- Parents involved with Child Protective Services

This Contract also supports two (2) community-based specialty drug courts: the Downtown Austin Community Court (DACC) and the Parenting In Recovery / Family Drug Treatment Court (PIR/FDTC).

## 6. Client Eligibility

*Contractor shall apply the following eligibility criteria to potential Eligible Clients in order to receive Services in the Program:*

Eligibility Requirement	Description of Criteria	Verification Method
Federal Poverty Income Guidelines	Individual must be at or below 200% of Federal Poverty Income Guidelines	Eligibility and Consent Form (ECF) completed by individual submitted to Managed Services Organization (MSO) staff from provider of services
Travis County resident	Individual must be a resident of Travis County or homeless in Travis County at the time of the request for services	MSO staff utilizes the ECF and verifies that the address listed falls within Travis County per the Travis County Central Appraisal District website
Insurance	Individual must require some level of substance use disorder treatment that is not available under their insurance coverage	MSO staff utilizes Texas Medicaid Health Program (TMHP) and Integral Care medical record to verify if individual has insurance coverage for services needed
Age	Individual must be 10 years of age or older	Birth certificate, record, state issued identification card or school records

## 7. Service Delivery

*Contractor shall deliver Services as described below:*

### a. Outreach methods:

Contractor's MSO staff initiates contact with potential network providers through the Request for Applications (RFA) process, which is routinely posted for public access. Contractor's Network Development staff also follow-up with new or newly identified providers of services in the community through direct contact to determine if services offered would be of benefit to the network. Network Development engages in community outreach efforts such as fairs, community meetings, and group presentations promoting Integral Care and the provider network. Contractor's Network Management staff encourages organizational providers to recruit and hire staff who can meet the diverse cultural and linguistic needs of the populations served through the SAMSO.

*b. Application process:*

Each provider (organization or individual) completes an application online. Contractor processes and reviews the application for provider or organizational qualifications and experience. If the applicant provides complete information as required and is otherwise qualified, Contractor forwards the application to Contractor's legal counsel. Contractor's legal counsel creates the contract, and credentialing of the provider occurs simultaneously. Contractor credentials the provider network using National Committee for Quality Assurance (NCQA) standards and providers receive required training in delivering services using best practices. Contractor requires providers to take certain pre-service training, such as client's rights, confidentiality, safety care, care for culture, and service definition and billing training. Contractor requires providers to complete all training prior to delivery of services to individuals. Credentialing a provider entails background checks, education verification, work experience/qualifications, and verification of licensure (as applicable).

*c. Eligibility determination process:*

In delivering the MSO program, Contractor utilizes ASAM Criteria to confirm and determine the appropriate level of care for the individual to receive substance use services. Contractor requires the provider to complete an initial clinical assessment and submit an authorization request form with supporting clinical documentation for the requested level of care in which the individual will be served. The provider also submits an eligibility and consent form to allow exchange of information for continuity of care and to confirm eligibility requirements. These documents are reviewed by Contractor's Utilization Management (UM) staff who request additional information as needed and authorize or deny the request according to managed care guidelines.

*d. Service provision process:*

Contractor shall ensure that MSO staff is available Monday through Friday during normal business hours for support of contracting, credentialing, quality management, utilization management, claims processing, and ombudsman functions.

Contractor's staff also provide training to new providers, refresher training to providers who choose to renew their contracts, and provide technical assistance as providers have questions or concerns related to service provision. If Contractor denies a provider's claim for payment, the provider has a right to appeal through Contractor's Ombudsman. Contractor makes attempts to resolve the denial informally, if possible. However, Contractor affords providers a first level appeal upon request. If Contractor does not overturn the decision, Contractor offers the provider a second level appeal that involves external providers, client representation, and Integral Care staff who were not involved in the initial decision.

Community members, including Eligible Clients, County personnel, and others, may share any concerns or complaints regarding Integral Care services, programs, staff, and network service providers to the Contractor's Ombudsman. This office accepts complaints Monday through Friday, 8:00 a.m. – 5:00 p.m. via email, telephone, or website. Contractor's Ombudsman will attempt to resolve the complaint, and if indicated, will complete an investigation.

*e. Duration of services:*

Contractor ensures that MSO services are available to the provider at all times while under contract as a network provider.

*f. Termination or discharge:*

Contractor discontinues MSO services once the provider declines to renew their network provider contract or the contract is terminated by the MSO, including, but not limited to, mutual termination, termination for cause due to breach in contract or client care issues. All proposed terminations are reviewed by Contractor's Contracts Review Committee and Contractor's legal counsel. Contractor ensures that all providers have the right to appeal the termination.

Contractor ensures that Eligible Clients are discharged from treatment by the service providers as indicated by their treatment protocols.

*g. Coordination and referrals:*

The individual seeks treatment directly from their provider of choice, or may be referred by Outreach, Screening, Assessment, and Referral Centers (OSAR) or other external service providers. If an Eligible Client currently in services continues to require ongoing substance use treatment or support, UM will assist to coordinate those referrals as needed and as identified by the Eligible Client and their current provider.

Contractor is responsible for coordinating referrals for individuals between service providers on the continuum of care. Contractor performs the function through utilization review. Utilization Management may initiate referrals for treatment for Eligible Clients accessing other treatment resources that UM authorizes.

*h. Quality standards:*

Contractor ensures the MSO currently conducts annual contract monitoring activities that include: credentialing, tracking provider compliance with billing guidelines, consumer complaints and rates of satisfaction. Contractor ensures the MSO collects eligibility, consent, and discharge data and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing, employment, and recovery. Contractor ensures the MSO also follows best practices as outlined by the Substance Abuse Mental Health Services Administration (SAMHSA) and the US Department of Health and Human Services. Some best practices include: motivational interviewing; Screening, Brief Intervention, and Referral to Treatment (SBIRT); Medication-Assisted Treatment (MAT); and peer recovery supports. The Contractor ensures providers are meeting quality standards through the collection of client surveys, credentialing, site visits, contract monitoring, and concerns shared with the ombudsman office.

*i. Services delivered under MSO by contracted providers:*

Contractor ensures the network providers offer substance use disorder treatment services including assessment, detox, residential, intensive outpatient, psychotherapy, and education/prevention. Contractor ensures the network providers also offer supportive non-treatment services such as transitional housing and peer recovery coaching.

## **8. Service Accessibility**

*Contractor shall utilize the following accessibility strategies in delivering Services:*

*a. Home or community-based access:*

Contractor ensures MSO staff is office-based and are available in person, by phone, or by email to provide support to providers on the network Monday through Friday 8:00 a.m.-5:00 p.m. Contractor ensures the MSO staff complete site visits as part of their credentialing and monitoring process.

As part of the contracting process, Integral Care asks providers to indicate the geographic area of the county they intend to serve. Contractor ensures the MSO strives to maintain a provider network that is robust and diverse in its ability to provide accessible community-based services based upon individualized needs.

*b. Hours of access:*

Contractor ensures MSO staff is available during business hours Monday through Friday 8:00 a.m. - 5:00 p.m. Depending on the service required, Contractor ensures the UM department is able to expeditiously link and authorize the Eligible Client for services meeting their level of acuity based on medical necessity twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.

Contractor ensures access to services that meets the Eligible Client's needs by recruiting providers with a range of available hours including evenings and weekends. Contractor ensures network contract service providers will set appointments according to the Eligible Client's preference and specifications for both in office or community-based services.

*c. Geographical access outside the City of Austin:*

By contract, Contractor ensures the MSO network providers deliver services for residents of Travis County, both within the City of Austin and surrounding suburbs within the limits of Travis County. While the providers may be headquartered outside of Travis County, Contractor ensures they are willing to provide services within Travis County and/or to Travis County residents. Contractor ensures the MSO will continue to develop its capacity to identify service providers for the outlying areas of the County (such as the far northwest area of the County, including Lakeway, Lake Travis, and Jonestown).

*d. Cultural competence:*

Contractor ensures MSO staff complete cultural competency training and are expected to perform their duties in a culturally competent manner.

The MSO has an online cultural competency training program for network provider education. Contractor ensures the providers deliver services in a culturally competent manner. Contractor ensures contracted providers complete cultural competency training and implementation of person-centered or family-centered plans. Contractor ensures this planning process is completed in a trauma informed manner and includes the cultural aspects that are important when engaging with children/adolescents, individuals, and families.

*e. Linguistic access for non-English speakers:*

Contractor has a language access plan, which includes an organizational assessment as part of the plan and an "I speak" campaign describing an individual client's rights to appropriate linguistic services, website accessibility, and accessibility to clinical forms in their preferred language. Integral Care's website is translated into five (5) major languages represented in this geographical area.

Contractor screens provider applicants for the linguistic accommodations that are available to Eligible Clients. Contractor ensures the MSO staff arrange for applicants to be tested for language competence in person and through Language Line. Contractor ensures the MSO endeavors to recruit network providers with the ability to provide services to non-English speakers.



- f. Communication access (such as hearing or visual impairment, literacy limitations, etc.):*  
Contractor ensures the Integral Care MSO uses the available agency resources and tools for both translation and interpretation services as needed when working with current and potential network providers.

By contract, Contractor ensures network providers accommodate the language needs of Eligible Clients. In most cases, if provider agencies do not have bilingual staff, they are accessing the language line services.

## 9. Program Staffing

*The Contractor shall maintain staffing for Services in the manner described below. If position is currently vacant or new, indicate anticipated date by which staff will be hired:*

*This is staffing for all contracts engaged in on behalf of Integral Care, which includes the Contract.*

Position Title	No. of Positions	Minimum Qualifications	Brief Description of Duties	Anticipated date for hiring, if vacant
Provider Network and Authority Officer	1	Master's Degree in Human Services or related field; 5 years management experience	Administrative supervision of network development and authority functions	N/A
Utilization Management	7.5	RN, RN-APN, PA, LCSW, LPC, or LMFT licensed in the state of Texas. Also required at least five (5) years' experience in direct care of persons with a serious mental illness.	Complete utilization review related to clinical/medical necessity and eligibility criteria	N/A
Claims Manager	2	High School; three (3) years' experience in processing insurance/hospital claims	Support and processing of provider claims submitted for payment of services rendered to individuals served	N/A
Contract Manager	2	Bachelor's degree and five (5) years' experience in community-based service delivery	Contracts with providers to gain and maintain network provider access	N/A
Contract Monitor	1	Master's Degree in Human Services or LPHA, three (3) years' experience in behavioral health	Monitors provider compliance with the contract and provides education, training, and support for contracted service delivery	N/A
Credentialing Coordinator/Specialist	1.75	Bachelor's degree; certified credentialing; one to two (1-2) years' health care background	Credentials provider staff to ensure the safe care of individuals receiving services from network providers	N/A

Ombudsman/Peer	2	Ombudsman – LPHA and six (6) years' experience in health care  Peer - Lived experienced in recovery	Handles concerns and complaints made by individuals served, or related to the safe care of individuals served	N/A
Quality Management	4	Bachelor's degree; five (5) years' experience in data management, quality management	Provides data on outcome measures related to improvement of individuals served	N/A
Data Entry	2.5	Graduation from a standard senior high school or equivalent is generally preferred. Three (3) years of progressively responsible experience in general office administrative work is preferred. Education and experience may be substituted for one another.	Support above functions related to computer entries	N/A

# 10. Performance Measures

*Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County to achieve the following performance goals:*

## a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of unduplicated Eligible Clients served	330	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of unduplicated adult Eligible Clients receiving substance use treatment services who are not participating in DACC or PIR/FDTC	227	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
3. Number of unduplicated adult Eligible Clients receiving substance use treatment services referred by DACC	38	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
4. Number of unduplicated adult Eligible Clients receiving substance use treatment services referred by PIR/FDTC	65	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
5. Number of unduplicated Eligible Clients provided residential treatment	302	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
6. Number of unduplicated Eligible Clients provided outpatient treatment	280	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
7. Number of unduplicated Eligible Clients provided support services	142	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any output reporting exceptions if applicable:*

## b. Outcome Performance Measures:

Outcome Measure		Total Annual Goal	Quarters Reported*
1	a. Number of Eligible Clients who successfully complete substance use treatment (numerator)	120	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of Eligible Clients discharged from substance use treatment (denominator)	241	
	c. Percentage of Eligible Clients who successfully complete substance use treatment (rate)	50%	
2	a. Number of Eligible Clients linked to services, housing, or recovery supports upon discharge (numerator)	120	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of Eligible Clients discharged from substance use treatment (denominator)	241	
	c. Percentage of Eligible Clients linked to services, housing, or recovery supports upon discharge (rate)	50%	
3	a. Number of new providers contracted within 60 days of completed application (numerator)	25	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of new providers who complete an application (denominator)	35	
	c. Percentage of new providers contracted within 60 days of completed application (rate)	71%	
4	a. Number of first level provider appeals resolved within 10 days of request (numerator)	3	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of first level provider appeals received (denominator)	4	
	c. Percentage of first level provider appeals resolved within 10 days of request (rate)	75%	
5	a. Number of authorizations issued or denied within two days of request (numerator)	270	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	b. Total number of authorizations submitted (denominator)	300	
	c. Percentage of authorizations issued or denied within two days of request (rate)	90%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any outcome reporting exceptions if applicable:*

c. *Deliverables:*

1. Network directory, produced quarterly but prefer an online directory that is updated in real time
2. Survey of the network providers to gather feedback regarding the performance of the network
3. Unduplicated Eligible Client demographic and zip code reporting, to be included in the quarterly performance report
4. Any and all special reports, data, and information which the County requests that Contractor make as a routine or special request

## 11. Program Evaluation

*To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:*

Contractor ensures the MSO collects eligibility, consent, and discharge data concerning treatment episodes and analyzes against Treatment Episode Data Set (TEDS) for outcomes in areas of housing,

employment, and recovery.

Contractor ensures its Quality Management (QM) Program measures performance of processes that support care, and fosters systemic improvements based upon analysis of the data. Contractor uses analysis of trends, patterns, and performance levels to improve outcomes of individuals served. Contractor gives frequent, ongoing, data-driven feedback to network providers. In addition, Contractor ensures the QM Program uses quality improvement teams and projects that develop plans that focus on improving processes and outcomes in more specific areas, and which use the Plan-Do-Study-Act (PDSA) Performance Improvement Cycle model. Contractor ensures its Quality Leadership Team (QLT) identifies and addresses systemic barriers to performance; suggests new indicators to monitor important aspects of care; and establishes thresholds for evaluation.

Contractor ensures the MSO conducts annual contract monitoring activities that include: credentialing, tracking provider compliance with billing guidelines, consumer complaints and rates of satisfaction. The Contractor will complete a SAMSO Performance Report on a quarterly basis to ensure performance goals are being met. Contractor will pull data for the SAMSO Performance Report from various databases including electronic health record, Credentialing Software, an electronic forms tool, and the Provider Tracking Sheet. Contractor will collect these demographics to evaluate diversity of individuals served: gender, race, ethnicity, age, and zip code of residence. Integral Care, the County and the City will collaborate to report on specialized populations served as needed for community-wide planning purposes.

## 12. Community Planning

*Contractor shall make a good faith effort to participate in relevant community planning activities, and align with relevant community plans, as follows:*

- a. *Community planning group participation:*
  - Psychiatric Stakeholder Committee (PSC)
  - CAN Steering Committee
  - Behavioral Health and Criminal Justice Advisory Committee (BHCJAC)
  - Crisis Services Implementation Committee
  - SB 292 – criminal justice planning
  - Brain Health Planning Group
- b. *Community plan or equivalent means of orienting to community needs and goals:*
  - Plan to End Homelessness—2017 update
  - Travis County Plan for Children’s Mental Health
  - Travis County Plan for Substance Use Disorder 2015
  - Community Behavioral Health Strategic Plan 2015-2019

*For County staff use only:*

Date range of five year issue area cycle:	FY 2019 – FY 2023
Date of initial Contract start:	October 1, 2018
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	



## **ADDENDUM 1 to the Program Work Statement and Performance Measures**

Instructions for completing the Performance Measure forms:

**-Output** is the quantity produced, created, served or completed.

**-Outcome** is the level of performance or achievement that occurred because of an activity, service or program.

Outputs tab:

- 1) Fill out the information in the top section. This information will carry over into the Outcomes tab.
- 2) Fill in the "gray" shaded boxes for the output measures associated with the program funded by DACC. Output #1 is a required measure and cannot be modified.
- 3) DACC Goal is the output for the portion of the program funded by DACC.
- 4) Other Funders Goals is the output for the portion of the program funded by other funders. If there are no other funders for the program funded by DACC, then leave these fields blank.

Outcomes tab:

- 1) Fill in the "gray" shaded boxes for the outcome measures associated with the program funded by DACC.
- 2) Numerator is the number of units (usually clients) that reach a certain level of performance or achievement because of an activity, service or program. Example: Number of clients who completed a 30 day substance use treatment program.
- 3) Denominator is the number of units (usually clients) who could potentially reach a certain level of performance or achievement because of an activity, service or program. Example: Number of clients who began a 30 day substance use treatment program.

Submit the completed Excel worksheets to your DACC Contract Manager listed below.

**Robert Kingham**

[Robert.Kingham@austintexas.gov](mailto:Robert.Kingham@austintexas.gov)

512-974-1394



**Downtown Austin Community Court**

**PERFORMANCE MEASURES - OUTPUTS**

<b>Agency Name</b>	Austin Travis County Integral Care		
<b>Program Name</b>	Substance Abuse Management Service Organization		
<b>Contract Period</b>	10/1/18 - 9/30/19		
<b>Output #1</b>	<b>Number of Unduplicated Clients Served per quarter</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	20	N/A	20
2nd - Jan - Mar	18	N/A	18
3rd - Apr - Jun	18	N/A	18
4th - Jul - Sept	18	N/A	18
<b>YTD Total</b>	<b>74</b>	<b>0</b>	<b>74</b>
<b>Output #2</b>	<b>Number of unduplicated clients served per quarter who received Residential Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	9	N/A	9
2nd - Jan - Mar	6	N/A	6
3rd - Apr - Jun	6	N/A	6
4th - Jul - Sept	6	N/A	6
<b>YTD Total</b>	<b>27</b>	<b>0</b>	<b>27</b>
<b>Output #3</b>	<b>Number of unduplicated clients served per quarter who received Detox Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
1st - Oct - Dec	2	N/A	2
2nd - Jan - Mar	2	N/A	2
3rd - Apr - Jun	2	N/A	2
4th - Jul - Sept	2	N/A	2
<b>YTD Total</b>	<b>8</b>	<b>0</b>	<b>8</b>

<b>Output #4</b>	<b>Number of clients served per quarter who received Transitional Housing Services</b>		
<b>Quarter</b>	<b>DACC Goal</b>	<b>Other Funders Goal</b>	<b>Total Program Goal</b>
<b>1st - Oct - Dec</b>	2	N/A	2
<b>2nd - Jan - Mar</b>	2	N/A	2
<b>3rd - Apr - Jun</b>	2	N/A	2
<b>4th - Jul - Sept</b>	2	N/A	2
<b>YTD Total</b>	8	0	8



**City of Austin**  
**Downtown Austin Community Court**

**PERFORMANCE MEASURES - OUTCOMES**

<b>Agency Name</b>	Austin Travis County Integral Care		
<b>Program Name</b>	Substance Abuse Management Service Organization		
<b>Contract Period</b>	10/1/18 - 9/30/19		
<b>Outcome #1</b>	<b>Percent of clients who successfully completed Residential Services</b>		
<b>Numerator</b>	<b>Number of clients who successfully completed Residential Services</b>		
<b>Denominator</b>	<b>Number of clients who exited Residential Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	4	9	44.44%
<b>2nd - Jan - Mar</b>	3	6	50.00%
<b>3rd - Apr - Jun</b>	3	6	50.00%
<b>4th - Jul - Sept</b>	3	6	50.00%
<b>YTD Total</b>	13	27	48.15%
<b>Outcome #2</b>	<b>Percent of clients who successfully completed Detox Services</b>		
<b>Numerator</b>	<b>Number of clients who successfully completed Detox Services</b>		
<b>Denominator</b>	<b>Number of clients who exited Detox Services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	1	2	50.00%
<b>2nd - Jan - Mar</b>	1	2	50.00%
<b>3rd - Apr - Jun</b>	1	2	50.00%
<b>4th - Jul - Sept</b>	1	2	50.00%
<b>YTD Total</b>	4	8	50.00%



<b>Outcome #3</b>	<b>Percent of clients who successfully completed Transitional Housing</b>		
<b>Numerator</b>	<b>Number of clients who successfully completed Transitional Housing</b>		
<b>Denominator</b>	<b>Number of clients who exited Transitional Housing</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	1	2	50.00%
<b>2nd - Jan - Mar</b>	1	2	50.00%
<b>3rd - Apr - Jun</b>	1	2	50.00%
<b>4th - Jul - Sept</b>	1	2	50.00%
<b>YTD Total</b>	4	8	50.00%
<b>Outcome #4</b>	<b>Percent of clients who report satisfaction of service provided</b>		
<b>Numerator</b>	<b>Number of clients who report satisfaction of service provided</b>		
<b>Denominator</b>	<b>Number of clients surveyed for satisfaction of services provided</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	6	7	85.71%
<b>2nd - Jan - Mar</b>	5	5	100.00%
<b>3rd - Apr - Jun</b>	5	5	100.00%
<b>4th - Jul - Sept</b>	5	5	100.00%
<b>YTD Total</b>	21	22	95.45%
<b>Outcome #5</b>	<b>Percent of clients surveyed for satisfaction of services provided</b>		
<b>Numerator</b>	<b>Number of clients surveyed for satisfaction of services provided</b>		
<b>Denominator</b>	<b>Number of clients who exited services</b>		
<b>Quarter</b>	<b>Goal</b>		
	<b>Numerator</b>	<b>Denominator</b>	<b>Rate</b>
<b>1st - Oct - Dec</b>	7	20	35.00%
<b>2nd - Jan - Mar</b>	5	18	27.78%
<b>3rd - Apr - Jun</b>	5	18	27.78%
<b>4th - Jul - Sept</b>	5	18	27.78%
<b>YTD Total</b>	22	74	29.73%

## ADDENDUM 2 to the Program Work Statement and Performance Measures Medication Assisted Treatment (MAT) for Opioid Addiction

### 1. Program Information

Medication Assisted Treatment (MAT) for Opioid Addiction

### 2. Service Description

Integral Care shall continue collaboration on a Medication Assisted Treatment (MAT) pilot program focused on treating the increased prevalence of opioid addiction in Travis County. This program allows for medical consultation, access to medication for treatment of opioid addiction, and participation in recovery supports and treatment, and focuses on high-risk individuals who do not have qualifying insurance to cover MAT.

Integral Care and CommUnityCare shall collaborate to provide opioid addiction treatment intervention. Integral Care shall develop and implement a process to direct individuals to CommUnityCare for screening and enrollment. Integral Care shall ensure through their collaboration with CommUnityCare that Eligible Clients with opioid addiction are prescribed MAT, when clinically indicated, and linked to treatment and recovery supports.

Integral Care shall ensure that the program strives to:

- Increase access to MAT: Agonists (e.g., Methadone and buprenorphine); Antagonists (e.g., Naltrexone and Naloxone); Other (e.g., Gabapentin);
- Increase the number of Eligible Clients who can access MAT treatment for their opioid addiction that do not have insurance and/or financial resources;
- Improve opioid addiction outcomes for Eligible Clients; and
- Increase sustained recovery for Eligible Clients with opioid addiction.

### 3. Target Population

The substance abuse managed services organization ("SAMSO") contract currently serves high-risk participants who do not have an alternative funding source for Substance Use Disorder (SUD) treatment. Integral Care shall ensure that this program targets high-risk individuals, without adequate insurance coverage or resources, who would benefit from the comprehensive approach of MAT and treatment and recovery supports.

### 4. Performance Measures

#### A. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of Eligible Clients receiving Medication Assisted Treatment (MAT)	20	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
2. Number of Eligible Clients who completed intervention	3	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Rationale for any output reporting exceptions if applicable:* The typical treatment for most Eligible Clients ranges from eight to twelve (8-12) months, so performance for the second output is not expected prior to the fourth quarter.

#### B. Outcome Performance Measures:

Outcome Measure		Total Annual Goal	Quarters Reported*
1.	A. Number of Eligible Clients who self-report abstinence or decrease in use (numerator)	13	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	B. Total number of Eligible Clients surveyed (denominator)	20	
	C. Percentage of Eligible Clients who self-report abstinence or decrease in use (rate)	65%	
2.	A. Number of Eligible Clients who participate in wellness services (numerator)	12	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	B. Total number of Eligible Clients receiving MAT (denominator)	20	
	C. Percentage of Eligible Clients who participate in wellness services (rate)	60%	

\*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

*Performance Measures Note:* These measures and goals are subject to change, as this is the first year of program implementation. The Total Annual Goals provided represent projected baseline numbers and will likely need adjustment.

**ATTACHMENT B**

**FY'19 BUDGET**

**October 1, 2018 - September 30, 2019**

**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

**FUNDING SOURCES:**

CITY OF AUSTIN (Downtown Austin Community Court (DACC)) \$ 392,000  
(October 1, 2018 – September 30, 2019)

TRAVIS COUNTY (General Fund) \$ 1,073,799  
(October 1, 2018 – September 30, 2019)

SAMHSA Grant (Parenting in Recovery/Family Drug Treatment Court) \$ 218,610  
(September 30, 2018 – September 29, 2019)

TRAVIS COUNTY (Medication Assisted Treatment - MAT) \$ 75,000  
(October 1, 2018 – September 30, 2019)

---

**TOTAL FUNDS \$ 1,759,409**

**DISTRIBUTION (City of Austin DACC and Travis County General Fund):**

**I. High Risk Adults & Youth, Parenting in Recovery/Family Drug Treatment Court and Downtown Austin Community Court Target Populations**

MSO Fee .....12% of direct service amount  
Maximum ..... \$157,050

DIRECT SERVICES (through Providers)  
Maximum: .....\$1,308,749

*(Integral Care will calculate the MSO Fee as .12 of the amount billed for this funding source's direct services each month during the FY'19 Renewal Term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)*

Youth Services. \$15,000 of Travis County's \$1,073,799 can be used for youth services.

**II. Parenting In Recovery Target Population (SAMHSA FY'19 Grant Funds)**

MSO Fee .....5 % of Direct Services Amount  
Maximum .....\$10,410

DIRECT SERVICES (through Providers)  
Maximum: .....\$208,200

The Parenting in Recovery SAMHSA grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2018 through September 29, 2019.



*(Integral Care will calculate the MSO Fee as .05 of the amount billed for this funding source's direct services each month during the Agreement term. Integral Care will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)*

### **III. Medication Assisted Treatment (MAT) Target Population**

#### **DIRECT SERVICES (through Providers)**

Maximum: .....\$75,000

The target population is high-risk individuals who do not have qualifying insurance to cover MAT treatment. There is not an MSO Fee associated with the MAT funding.

#### **1. Maximum Total Contract Funds – FY'19 Renewal Term**

A total amount of \$1,759,409 ("Contract Funds") is available during the FY'19 Renewal Term (October 1, 2018 – September 30, 2019). All payments are contingent upon Integral Care's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

##### **a. Contract Funds – Network Service Providers**

Network Providers. Integral Care will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY'19 Renewal Term. Costs of Services provided by those providers will be paid for by Integral Care using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the FY'19 Budget for Contract Funds (up to \$1,759,409). Integral Care agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by City and County for services funded by Contract Funds.

##### ***Request for Payment and Status of Funds***

Request for Payment: Per the terms and conditions of the Agreement, Integral Care will file a complete and correct (as reasonably determined by City and County) request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to the target populations listed in the chart below.

Target Population Obligations: During the FY'19 Renewal Term, Integral Care will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target population. Integral Care will cooperate with Department throughout the FY'19 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

**b. Fee-for-Service Rates**

**Provider Rates:** During the FY'19 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2018, through September 30, 2019) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. As of October 1, 2015, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and Integral Care. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by Integral Care and approved in advance by Department.

**Rate Setting:** With respect to rate-setting in general under the Agreement, Integral Care will assist providers with rate development with all rates subject to prior Department approval. Integral Care will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by Integral Care must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that Department has sufficient time to review the request and determine whether or not it will be approved.

**Youth Services:** Integral Care can use \$15,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

**c. Service Estimates and Network Expansion**

**Service Estimates:** A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'19 Renewal Term is shown below. Integral Care will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within thirty (30) days of making any such adjustment. Department may, at any time, request a review of such adjustments, and Integral Care will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'19**

<b>Target Population</b>	<b>Amount</b>
At Risk Adults	\$939,749
DACC	\$350,000
Youth Treatment Services	\$15,000
Incentives for Eligible Clients Follow-up Surveys	\$4,000
SAMHSA PIR/FDTC	\$208,200

Medication Assisted Treatment (MAT)	\$75,000
TOTAL	\$1,591,949

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by INTEGRAL CARE during the FY'19 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during the FY'19 Renewal Term.

Network Expansion: The need for service Network expansion will be evaluated by Integral Care on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If Integral Care determines that a service expansion is required during the FY'19 Renewal Term, Integral Care will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

**ATTACHMENT C**  
**COUNTY INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher, or by the Texas Council Risk Management Fund and its related companies (collectively, "TCRMF").

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number. In lieu of Certificate(s), County will accept a Verification of Insurance letter issued by TCRMF.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to



limit the responsibility or liability of the Contractor or subcontractor(s).

## **II. Specific Requirements**

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### **A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### **B. Commercial General Liability Insurance**

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

**\* Supplement Insurance Requirement:** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a  
\$ 2,000,000 policy aggregate

### **C. Business Automobile Liability Insurance†**

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
  - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**ATTACHMENT D**  
**CITY INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**1) General Requirements**

- a) The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.
- b) The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.
- c) The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- d) The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.
- e) The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.
- f) The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will also accept insurance coverage written by Texas Council Risk Management Fund.
- g) All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:  
  
City of Austin  
Downtown Austin Community Court  
ATTN: Contract Management Team  
P. O. Box 13464  
Austin, Texas 78711
- h) The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.
- i) If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- j) The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
  - k) The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.
  - l) The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
  - m) The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
  - n) The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
- 2) **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.
- a) **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
    - i) Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
    - ii) Independent Grantee's Coverage
    - iii) Products/Completed Operations Liability for the duration of the warranty period
    - iv) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - v) Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - vi) The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - vii) If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
    - viii) The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.
  - \* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.
  - b) **Business Automobile Liability Insurance.**
    - i) Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos



- (1) If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
  - (2) If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.
- ii) All policies shall contain the following endorsements:
  - (1) Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
  - (2) Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
  - (3) The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage
- c) Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
  - i) The Grantee's policy shall apply to the State of Texas
  - ii) Waiver of Subrogation, Form WC 420304, or equivalent coverage
  - iii) Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage
- d) Professional Liability Insurance.
  - i) Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
  - ii) If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.
- e) Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.
- f) Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

- i) **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.
- ii) **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- iii) **Certificate.** The following statement must be shown on the Certificate of Insurance:  
"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."